

The Solicitors' Journal.

LONDON, DECEMBER 24, 1864.

IT WILL BE SEEN from the report of the Lords Justices' decision in *Re Gregson's Trusts*, 13 W. R. 193, that their lordships, differing from Vice-Chancellor Wood, have adopted the view of this case which was advocated in this Journal at the time when the case was originally decided;* and a slight examination of the very elaborate judgment of Lord Justice Turner will be sufficient to show that his lordship has arrived at his decision by very much the same process of reasoning as that put forward in the article in question.

AN AGENT FOR THE NEGOTIATION of compensation claims against railway companies is a creature deriving his existence from what is commonly known as Lord Campbell's Act. Of the nature and functions of this creature, the public must have derived much instruction from the late case of *Ives v. Edwards*, in which a railway company is made to appear in the unenviable position of a carcase, to banquet upon which the eagles (or vultures) are gathered together.

An omnibus conductor, named Ives, appears to have sustained some injury on the Great Eastern Railway, by reason of which he was incapacitated from carrying on his ordinary calling. Being a member of a benefit club, the medical attendant of the club, one Dr. Roberts, attended him; and although it does not clearly appear what was the matter with Ives, the doctor's bill very soon amounted to £64. This was on the 18th of December. It so happened that this doctor had among his numerous patients one Edwards, a commission agent, who was considered extremely clever in negotiating claims against railway companies, and him he introduced to Ives as one who would carry in a claim, and complete the whole transaction for him without trouble. Then comes the complication: Ives, being without funds, was compelled by necessity to make the best terms he could for the remuneration of Edwards, and accordingly it was ultimately arranged that this functionary should have twenty per cent. on what he obtained, on the principle of "no cure, no pay."

The preliminaries being thus settled, Edwards proceeded to prepare his claim, and of course the first item on his list was the doctor's bill. True, the doctor had been employed, not at Ives's expense, but at that of the club; but that consideration could not affect the company's liability to pay this sum as part of Ives's damages. That is a well-settled principle of law applying to a very large class of cases. It is clear, for instance, that the company are liable for injury to property caused by a collision, notwithstanding that such property has been insured to its full value, the only question being whether the sum recovered from the company is to enure for the benefit of the owner or the insurers. So here, had Dr. Roberts's bill, as charged against Ives or the club, been claimed against the company, not a word would have been said; but we find, on the contrary, that this bill, which on December 18 was £64, amounted by the 1st of January to £80, being an addition of £16 for fourteen days.

No less a sum than £210 was ultimately obtained from the company; and although it does not appear precisely how the amount was divided, we begin with the somewhat startling announcement that £10 of it were paid to the agent by the company for his expenses, and were specified as such in a separate receipt. In the next place, Dr. Roberts received his bill of £80, and out of that amount Edwards got his little picking of £10 for himself. Next and last came the sufferer, who is alleged to have received £100 (though he denies that he had more than £70), the agent Edwards again taking £20 as his per-centage on that amount. How, under this state

of things, Ives was kept quiet and satisfied, we learn from Dr. Roberts, who admitted to the Lord Chief Justice that he "did not think it necessary to make Ives acquainted with the total extent of the company's liberality." After a time, however, it appears that he in some way ascertained the exact amount paid by the company, and thereupon brought his action against the agent to recover the balance which he contends ought to have been paid to him. Allowing Dr. Roberts to retain his £80, there would remain £130, of which Edwards would be entitled to £26 (or £42, according to a plausible construction of the agreement), leaving £34 at most due to the plaintiff. He, however, obtained a verdict for £50, which with costs will leave the agent considerably out of pocket, unless he can prevail on the doctor to provide a part out of his large bill. Execution has been stayed until next term, to give the plaintiff or defendant an opportunity to take ulterior proceedings if they think fit.

Here then we have a case of a commission agent accepting payment for his expenses from the other side, and keeping his employer in the dark as to this fact; and a medical man, who, judging by the number of his diplomas, should be a man of high standing, lending himself to something which looks very like a scheme to use the name of a third party for the purpose of "screwing" as much as possible out of a railway company, not for the benefit of that third party, but for his own. We do not so much pity Ives in this matter, who seems to have got more even at first than he had ever looked for or expected, and to whom the £50 given him by the verdict is in the nature of a godsend; but we do feel called upon to protest against a practice which might readily lead to frauds upon both companies and sufferers of a most startling kind.

MR. BOOTLE WILBRAHAM AND THE JEWELLERS have had a rather severe contest, which has, for the present, ended in Mr. Wilbraham being committed on the charge of obtaining jewellery of the value of £3,100 from Mr. Harry Emanuel, of Bond-street, by false and fraudulent pretences. From the evidence given before Mr. Tyrwhitt at Marlborough-street Police Court, we gather that Mr. Wilbraham ordered, and in fact bought from Mr. Emanuel, jewellery to a considerable amount, for which he gave his bills at three months. There is nothing extraordinary in this circumstance; it is a sort of transaction which may take place any day, and probably would never have been heard of, had not this charge been brought. The false pretence was an allegation made by Mr. Wilbraham, that he wished to make the articles a present to a lady to whom he was about to be married, and on the strength of which assertion the goods were parted with. The complainant had renewed the bills from time to time, and it was not until the defendant was declared a bankrupt that criminal proceedings were taken. The circumstances which have since transpired enable us to gauge the value of the suggestion made by the defendant's counsel, which characterised the case as an attempt to make the criminal law a screw to extort money from the young man's friends; and no one can fail to form a very strong opinion on the case, when the remarks of the magistrate are read, and we take note of what occurred with respect to another case against the same defendant, where the amount was £1,100, and the complainant was Mr. Hancock. On the 30th of November, the day of the committal, the magistrate said—"I entertain strong doubts on the matter. But this is not the court for the solution of those doubts. If the bankruptcy had not intervened, these proceedings would never have been heard of. Bills having been given for the amount due to the complainant, that very much alters the complexion of the case, as far as the moral aspect is concerned. It is certain that the complainant, who was content to take bills, looked to the civil remedy as the means of getting his money. There appears to have been a race who should get the jewels, and who, in fact,

was to be plucked first." The complainant tried the family, and when the family would not pay, they said, "Let us see if we can set up a false pretence." Now we do not wish to defend Mr. Wilbraham in his extravagant purchases, nor do we wish to offer an opinion, whether he really did obtain this money by a false pretence or not, but we would call attention to this; namely, that the setting up of this charge as to fraudulent pretences was apparently only an after-thought on the part of the complainant, and arose out of the circumstance that the young man's family refused to pay the money. When the second case, in which Mr. Hancock was complainant, came on to be heard, on the 7th of December, Mr. Giffard applied to the magistrate for leave to withdraw from the prosecution, as the case had been settled by payment of the money. If this course of proceeding does not show that the charge of fraud was made only with a view to obtain payment by any means, we are unable to say what it does show; and at all events this view supplies the only possible explanation of the circumstance that the prosecutors were so ready to withdraw on their claim being satisfied. We have on previous occasions* commented on attempts made to obtain a civil remedy by means of a criminal prosecution, and have only to add, now, that it behoves magistrates and judges to be careful that the law be not misapplied for the carrying out of any such intention.

THE CASE OF *Mason v. Mitchell* has raised a new question under the Divorce Act, 20 & 21 Vict. c. 85. The plaintiff was administrator of Mrs. Wild, deceased, and brought an action for breaking and entering a house and taking goods therein, the property of the plaintiff, as administrator. Mrs. Wild, having been deserted by her husband, had obtained a protection order in the year 1860. She purchased furniture to the value of £150, and occupied a house in Manchester. In July last she died, and her brother, the plaintiff, acting as administrator, went to the house to take possession of her property. Her husband and the defendant were in possession, and the plaintiff was informed by the husband that the furniture was sold to the defendant. The defendant then stated that he had valued the goods at £150, but that the plaintiff, as the brother of deceased, might have them for £100, but refused to part with them in any other way, and they were subsequently sold for £46 13s. 9d. by the defendant. The 21st section enacts that if the husband or any creditor of or person claiming under the husband shall seize or continue to hold any property of the wife after notice of any protection-order, he shall be liable, at the suit of the wife, to restore the specific property, and also for a sum equal to double the value of the property so seized, after such notice. And if any such protection-order is made, the wife is to be deemed to be a *feme sole*. Evidence was brought to show that the property had been acquired after the date of the order, and that the defendant had notice of the order before he sold it. It was, however, contended that whereas the deceased had led an immoral life, and had kept a brothel, and whereas in fact the goods were obtained from the produce of unlawful earnings, they were not protected by the magistrate's order. This objection was, however, overruled by Mr. Justice Blackburn, who gave it as his opinion that whatever might have been intended, the words of the statute plainly showed that the property was equally protected. The words are contained in the same 21st section, and are as follows:—"A wife deserted by her husband may at any time after such desertion apply to a police magistrate for an order to protect any money or property she may acquire by her own lawful industry, and property which she may become possessed of after such desertion, against her husband or his creditors, or any person claiming under him; and such magistrate, if satisfied of the fact of such desertion, and that the same was without reasonable cause, and that the wife is maintaining herself by her own industry or property,

may make and give to the wife an order," &c. If, at the time that Mrs. Wild obtained her protection order, she was leading an immoral life, and earning money by unlawful means, it is clear that her order must have been obtained by fraud; but there is not a word in the Act expressly making the order void on that ground. It is one thing to say that an order for the protection of the property of a married woman deserted by her husband, if such property were acquired by unlawful means, is, or might be, voidable upon an application to discharge it made under the Act,—that is a question which has not as yet been decided,—and another and totally different position to contend that such an order is absolutely void. Although we often complain of the language of Acts of Parliament, we cannot charge the draftsman with any shortcomings in this section. Much injustice might arise were it possible that a protection order under the 21st section might turn out to be void, without the intervention of the Court by which the order was made, or of any superior Court. For the defence it was contended that the defendant, as an auctioneer, had sold under the direction of the husband. As soon as the evidence was closed, the jury declared that they had made up their minds—first, that the protection order had been obtained by fraud; and secondly, that the property of Mrs. Wild had been acquired by unlawful means. This, however, did not dispose of all the issues, and ultimately his lordship left two questions to the jury—first, whether the plaintiff Mason did or not license the defendant to sell the goods; secondly, supposing the plaintiff entitled to damages, to what amount was he entitled? The first question was found in the negative, and as to the second, they assessed the damages at £46 13s. 9d. The judge ruled that, notwithstanding the two first findings of the jury, the order was good until proved to be bad, and set aside by the Divorce Court in the usual way, and directed the verdict to be entered for the plaintiff for the damages found, leave being reserved to move to enter a verdict for the defendant on either of these findings.

The point is a nice one, in which we do not feel disposed to anticipate the judgment of the Court: on the one hand, it may well be argued that this order, being in derogation of common right, cannot be extended beyond the very cases specified in the Act; on the other hand, it may be observed that had it been the intention of the Act to make it competent to the husband to treat a protection order as void, on the mere plea that the property protected has been acquired by unlawful means, there would have been very little use in those provisions which require the magistrate to be satisfied on that question before granting the order. We need hardly say that in any view of the case, the Court which made the order could if it pleased set it aside for fraud, if it had been so obtained.

MR. BARON BRAMWELL has lately passed a sentence which seems like an imitation of the celebrated sentence of Mr. Justice Maule on the Staffordshire bigamist. In that case, the prisoner proved that his wife was a most abandoned woman, who had left him to lead a life of profligacy, and that, after the most earnest and strenuous endeavours to reclaim her, he had married a second wife. After descanting for some time on the nature of his crime, and describing at great length the steps which the prisoner ought to have taken to obtain a divorce (which then required a special Act of Parliament), the learned judge concluded by sentencing him to one week's imprisonment.

A somewhat similar case—the sexes, however, being reversed—came before Mr. Baron Bramwell at the present Winter Assizes at Taunton. Susan Coles was indicted for feloniously marrying John Tooling, on the 18th of June, 1864, her former husband, John Coles, being then alive. The facts having been proved, and that before the second marriage the prisoner had been informed that her first husband (whom she left in consequence of his ill-usage) was dead;

* 8 Sol. Jour. 875.

Mr. Baron Bramwell, addressing the second husband, said, "I don't mean to say that it's a pleasant thing to be served this sort of a trick, but you are none the worse for it? She did not get any money or presents out of you?" Witness—"No sir." In answer to his lordship, he further said that he had lived with the prisoner for two months, but was "scandalised" for marrying a woman whose first husband was alive. The jury found the prisoner guilty, and the learned judge, in sentencing her, said she had done no one any very great harm excepting herself. She had disgraced herself. She had been in prison three months, and he sentenced her to one month's hard labour, his lordship adding, "Don't do it again."

AT THE LATE SITTINGS OF THE CENTRAL CRIMINAL COURT, a person who had been summoned to serve on the grand jury claimed to be exempted, on the ground that his service would cost him his situation. In support of his case, he produced the following letter, addressed to him by his employers:—

"If you are compelled to serve on grand juries, we must dismiss you from our service.

(Signed) "Vyse & Co., Wood-street."

The Lord Mayor asked the person referred to what position he held in the establishment of Messrs. Vyse?

He replied that he was only a warehouseman.

The Lord Mayor told him that in that case he was not legally liable to serve on the grand jury by reason of his position, and that he ought not to have allowed his name to remain on the jury lists.

The applicant replied that he was taking steps to have his name removed from the list.

The Lord Mayor, after consulting with Mr. Alderman Phillips, said that, under the circumstances, he thought that the applicant might be excused from serving. He at the same time expressed his surprise that so respectable a firm as that of the Messrs. Vyse should have written such a letter as the one that had been produced.

In this surprise we heartily concur. It may be, nay, is, very inconvenient to persons in business to be compelled to perform public duties, and there is, perhaps, no description of *νεωτερισμός* which presses so hard on the British tradesman as the duty of serving on juries; but, as a public duty, it must be performed, and the interest of the individual must give way to the good of the commonwealth.

If, then, no person is entitled, on the ground of personal inconvenience, to refuse to perform this duty, let the sacrifice of his own interests be what it may, what are we to say of those who selfishly compel a man who is, for the time being at least, entirely dependent upon them, to abandon his employment and seek his means of livelihood elsewhere, rather than submit to the comparatively trifling inconvenience of his temporary absence on the public service?

We should not be sorry to hear of these gentlemen being compelled personally to serve on every jury holden for years to come in the city of London, as a severe but somewhat salutary lesson to persons who are so little inclined to make allowance for the pressure of the like duty upon others.

ON TUESDAY, December 13, the grand jury at the Central Criminal Court made a presentment, in which they declared that, in their opinion, the institution of grand juries was useless, at any rate so far as the metropolitan districts were concerned. The Recorder promised to forward the presentment to the proper quarter. This presentment seems to have become almost a regular part of the proceedings of this Court; this is, if we are rightly informed, the fifth occasion in which it has been made, always with precisely the same result.

THE LATE CHIEF JUSTICE OF AMERICA.—Judge Taney was so feeble in 1810 that a gentleman who had a lawsuit refused to give it to him, for fear that he would die before the case was tried. This was 54 years before the great jurist died.

SCOTCH PROCESS OF ARRESTMENT AD FUNDAM-DAM JURISDICTIONEM.

Miss Longworth, although assuredly in no hurry, appears at last about to escape from the familiar air of the courts of law. She has already breathed it pretty freely in the three capitals,—and she must by this time have had enough of it. We are waiting for the effect of her last move, that extraordinary reference to oath on which her friends of the penny press got so excited some months ago, and perhaps the result may be safely anticipated. But her proceedings against the *Saturday Review*, which we noticed * some time ago, carry this *rabies litigiosa* to a pitch.

This action has actually appeared in the list of causes in the Court of Session. Upon the merits of the case it may be sufficient to observe that we do not quite like the aspect of the matter. The statement does not look ingenuous—it lacks, on the face of it, that real sense of tortious treatment, without which a plaintiff can with little confidence or hope of success, seek a remedy for such a libel as is here complained of. We believe it is only very recently that Miss Longworth went to reside in Edinburgh. At the time that the article in the *Saturday Review* was published, and for some time after, she was, if we mistake not, residing in London, and it surely would have been a much more intelligible and straightforward course for her London attorney to have issued a writ here,—where the *Saturday Review* is written, printed, and in the first instance, at least, published, and where the great bulk of its property and assets must be presumed to be,—than for her to have resorted for her remedy to the intricacies and obliquities of the Court of Session, with what advantage to herself or disadvantage to the clever periodical in question, remains to be seen. But the main interest of the proceedings to us consists in the peculiarity of the proceeding by attachment—or "arrestment" as it is called—to found jurisdiction, which has been resorted to, and which discloses another of the mysteries of Scottish jurisprudence.

Of the existence and operation of this process in the practice of the Scotch law, there can be no doubt; and when properly applied it may be, and, we believe, often is, a just and useful means of recovery. But we cannot find any clear definition of it. What is its principle? and how far does that principle carry it? Does the jurisdiction which it gives apply only to the funds or property arrested, or does it extend to the whole subject-matter of the action? It has been likened to the process of foreign attachment in the Court of the Lord Mayor of the city of London; and there certainly does appear to be a considerable resemblance between the two modes of proceeding. But there is this important difference,—that the city process can only issue against a garnishee for a foreign debt that has been ascertained and is due, in fact, for a liquidated demand; while, under the Scotch form of arrestment, Miss Longworth seeks to attach the money and property of the *Saturday Review*, not only in respect of an unliquidated claim, but for damages which may never be given at all? Can she really do this? Erskine (the Blackstone of Scotland) in his "Institutes of the Scotch Law" (b. 1, t. 2, s. 19), states that "when a foreigner, who is actually abroad, hath no other than moveable effects within this kingdom, he is accounted so little subject to the jurisdiction of its courts, that no action can be brought against him till those effects be attached by an arrestment called *arrestum jurisdictionis fundandæ causæ*;" and he further states that this proceeding has "the effect to fix the debtor's goods within the judge's territory, and thereby to subject him to the jurisdiction of the Courts of Scotland." But all this is really neither very clear nor satisfactory. A case, however, that occurred in the House of Lords a few years ago, on appeal from Scotland, throws some further light on this subject, although there is a con-

siderable margin between the doctrine laid down there by the Lords and Miss Longworth's present contention. This was the case of *The London and North-Western Railway Company v. Lindsay*, and is reported in the third volume of Mr. Maqueen's House of Lords Cases, pp. 99-114 (and see also 6 W. R. 396). It appeared that the respondent Lindsay was a fruit merchant or greengrocer in Edinburgh, and had been in the habit of using the railway to convey fruit for him from Liverpool, but that on several occasions boxes of fruit had been broken into and their contents abstracted. For this Lindsay attempted to make the railway company liable, and having arrested *ad fundandam jurisdictionem*, brought his action to recover damages. The Court in Scotland decided in favour of the validity of the attachment, and that they had in consequence jurisdiction to entertain Mr. Lindsay's action, but only as we gather, to the extent of the funds arrested; and on appeal to the House of Lords, and after a careful examination of the law on the subject by the Lord Chancellor (Cranworth) and Lord Brougham, the judgment was affirmed.

The argument before the Lords for the appellant does not appear to have been either very reserved or very deferential to the traditions of the Court of Session; for this said arrestment was exposed to the following argumentative explosion:—"The Attorney-General and Mr. Anderson contended that the appellants were not amenable to the Scotch jurisdiction. The arrestment *ad fundandam jurisdictionem* was a barbarous contrivance of comparatively recent introduction, having no countenance from the Roman law, and utterly opposed to sound legal principle. In *Scrutton v. Gray* it was treated as a novelty, and ridiculed by the more eminent of the Scotch judges, one of whom said that, according to the doctrine contended for, it was immaterial what was the nature of the property attached, or what was its amount; for, if the argument were correct, 'a bag containing 10,000 guineas, and a bag containing a single toothpick, being equally arrestable, were of course equally operative to constitute a *forum*.' An umbrella or a walking-stick left by an Englishman in Scotland might be fastened on, and made instrumental in subjecting that Englishman to every sort of jurisdiction, whether to fix him with a debt, to bind him to a contract, or to subject him in damages. These consequences, arising from causes so trivial, show that the jurisdiction has no solid foundation; and, in point of fact, it has never yet received the sanction of this House." But this was over-doing it; and, as an argument, was disposed of by the House in a very quiet but unhesitating manner; the Lord Chancellor remarking, "The decision of the present question does not determine how far the jurisdiction is to go; whether so as to enable the Court to give relief beyond the property seized. And if, according to the opinion of some of the judges, the only effect of the arrestment is to give jurisdiction so as to enable the pursuer to take execution against the property arrested, then the smallness of that which is arrested would only show that in such a case only a small remedy can be obtained." To the same effect Lord Brougham remarked—"Upon the whole, I am clearly of opinion that there is no ground whatever for calling this decision in question. A point may arise, but that we are not called upon to deal with here, it may be mooted whether or not the arrestment goes beyond the detention of the goods arrested. In the case that has been put of the umbrella, the hat, and the toothpick, that question might be got rid of by saying that in that case no harm can be done by the jurisdiction being given, because it is a jurisdiction only over those small parcels of personal property. But, my lords, I do not enter upon that at all. It is wholly unnecessary for us to decide whether this goes beyond the goods arrested, or the debt arrested, if it happens to be a debt that is arrested."

That case, however, was very different from this one of *Longworth v. Saturday Review*, for in the first place, Mr. Lindsay was a resident Scottish tradesman;

secondly, the contract was an express one to bring the goods in question into Scotland; and, thirdly, the arrestment and consequent action were obviously Mr. Lindsay's most direct and convenient remedy. But in the present case all these qualities are wanting. Miss Longworth, we believe there can be no doubt, was domiciled in England when the article complained of first saw the light—the latter was not written specially for the edification of the Scotch people, but for the perusal of the whole world—and Miss Longworth's direct and true remedy was against the proprietors of the *Saturday Review*, and their property in London. To seek that remedy partially and circuitously in Scotland appears to betray a vindictive feeling, rather than a conscious sense of wrong. It might have been otherwise if the publication of the alleged libel had been either solely made in Scotland or chiefly there; but to maintain the action it must be contended that Miss Longworth is entitled to bring an action for the libel in whatever country the *Saturday Review* happens to be published, and the laws of which give her the necessary facilities. These different publications, if duly proved, might strengthen her case, if case she has, and therefore we venture to think that Miss Longworth would have been better advised if she had proceeded against the *Saturday Review* in the English courts, leaving the publication in Scotland, or elsewhere, on proper evidence of the same, to increase her damages, if perchance, she could have found an English jury willing to give her any.

A very important question seems to be suggested by Lords Cranworth and Brougham in the quotation we have given from their lordships' judgment in the above case of Lindsay, as to the extent to which this Scotch mode of attachment can be applied. If it really gives jurisdiction at all, why should that jurisdiction be limited to the fund arrested? Should the jurisdiction not rather apply to the whole subject of action or suit, and, if so, be used against the defendant in the usual way of enforcing a foreign judgment? Suppose the Court of Session, in its wisdom, decides in favour of this arrestment by Miss Longworth, and that a Scotch jury gives her the £3,000 she asks, the property of the *Saturday Review* in Scotland, arising from its sale there, and attached by this process, may be very considerably less than the above sum, and why should Miss Longworth lose the difference? Why, if she gets a verdict at all, should she not have the benefit of it all the world over, and particularly in the precise locality where that adversary, periodically and in print, informs the public he is to be found? But this of course would be too ridiculous. Just fancy Miss Longworth, after proving her Scotch judgment in the usual way, stepping into the office of the *Saturday Review* in London, and composedly asking payment of her little bill, in which credit is given for the sum laid hands on in Scotland, but still bringing out a handsome balance! Ridiculous and absurd as all this may be under the circumstance of the case in question, it is not too ridiculous and absurd when this curiously constituted jurisdiction is attentively considered. At any rate, we trust it will be found that this attempt of Miss Longworth, and of her legal friends in Scotland, by which it is attempted to obtain a foreign remedy for what is truly a domestic wrong—if wrong at all—is a gross abuse of the proceeding, and that the *Saturday Review* will continue, as heretofore, without fear or favour, or hindrance of any kind, to enlighten the minds of the worthy and intelligent people north of the Tweed.

DUTY OF COUNSEL IN DEFENCE OF A PRISONER.

Perhaps one of the most remarkable proofs of the peculiar sensitiveness of the American people to the course of public opinion in England, is the readiness with which they fall foul of any criticism of ours in regard to American affairs in which any flaw can be discovered.

Our readers will recollect the speech made by Mr. Shaffer, the American lawyer, in opposition to the ap-

plication for the extradition of the unfortunate man who so lately suffered the last penalty of the law, and on which we thought it our duty to make a few remarks explanatory of our view of the true position of an advocate in such a case, and showing wherein, in our opinion, Mr. Shaffer had transgressed those limits. It appears that another English paper, in the course of a somewhat similar notice of the matter, took occasion to speak of the secession of the Southern States as a revolt against "bombast" of this sort, and against the tyranny of the many to whom such "buncombe" is acceptable. It seems, moreover, that this remark, unfounded and illogical enough no doubt, but which would, by any other people in the world, have been passed over as a not very extravagant misapprehension—certainly not more extravagant than the *Times* commits once a week or so about Irish affairs, without ever provoking more than a smile or a sneer from the better informed—has set the reading community in New York in a flame; and long contradictions, explanations, and arguments, in reply, have teemed from the New York press, and the American correspondents of the London daily papers. We are told that "Mr. Shaffer is not a fit representative of the American bar," that "his standing is third or fourth-rate," and therefore that nothing he could do or say need be regarded. At another time we are somewhat inconsistently told that the constitution of the American bar, which is not, "as in England, a close corporation," but is recruited from various classes, and by men (and fools) with various degrees of culture, subject to much slighter restraints of professional opinion, and with a much wider field for the display of absurd peculiarities than would be the case in London, makes it impossible to prevent such displays from time to time, with which the public does not sympathise, and for which it does not hold itself responsible. In illustration of this, the following passage is quoted from one of their papers:—

"The case was made the occasion, by one of the prisoner's counsel, for a very 'unsolemn' display of nonsensical oratory touching an ideal 'unsolemn state of war,' supposed to be existing between this country and Great Britain; and it is impossible not to revere the tenderness for human rights which enables the majesty of the law to be so benignly tolerant of every conceivable thing that can be said on behalf of an accused and imperilled man, that rational beings on the bench will sit and listen by the hour together to such rigmarole as the counsel aforesaid poured forth in the name of his client, without pitching an inkstand at his head, or signing an order for his immediate conveyance to a lunatic asylum."

Again it is urged, that although such stuff does indeed go down with the multitude (which was the gravamen of the charge), still there is a very large class of persons who are offended by such flights as Mr. Shaffer's; but that the censorship which some English journals expect them to exercise over the speeches and books of the rest of the community is clearly impossible.

"The idea that the badness of Northern rhetoric offends Southern gentlemen" is exposed in scathing language by the correspondent of the *Daily News*, and yet that very correspondent falls into the equally absurd error of attributing to the "virulence of rabies against the North" that which was really but the extravagance of a newspaper writer at a loss for a taking period.

Our present purpose, however, is not to criticise the tone or taste of either article, British or Foreign, but to point out, in as few words as may be, wherein we consider that both attack and defence have proceeded on a wrong principle.

Lord Brougham, in that wonderful effort of oratorical genius which will, while English history lasts, entitle him to a place in the front rank amongst the masters of eloquence, lays down that it is the duty of an advocate, "in the defence of his client, to know but one person in the world—that client, and none other." This dictum, which has obtained a world-wide celebrity, must, however, be taken with some qualification. We extract the fol-

lowing more detailed and elaborate account of an advocate's duties from an old Scotch law book, "Bankton's Institutes," b. 4, t. 3, s. 9:—

"An advocate ought to be able to consult and advise his client's cases, to plead their causes, and draw their informations or other writings necessary to put them in a clear light before the judges. This he ought to do, rather with the strength of argument than colouring of eloquence, since he addresses a bench of learned judges, who can only be convinced by the prescript of the law and force of solid reasoning; and not to a popular assembly, which is influenced by working upon their imaginations and passions, as was the case of the celebrated orators in ancient Athens and old Rome, in the times of those flourishing commonwealths. At the same time, he may use art to elude the artifice and cavils of his adversary—*Nec videbitur dolo fecisse qui fraudem excluderit*, according to the dictate of the eminent Papinian. But he must by all means abstain from advancing untruths, calumnies, or reflections. However, he is bound to lay open facts that influence the cause, though tending to the prejudice of the character of the other party, or third persons; but this ought to be done with all candour and ingenuity, and with as little air of reproach as possible. Excesses in this respect are not only derogatory to one's character, but likewise censurable as an indignity to the Court, and often prejudicial to the cause in support of which they are advanced."

Limited in this manner, the rule in question will not extend to justify an advocate in resorting to any means of an underhand or fraudulent nature for his client's advantage (for, in the words of Lord Chief Justice Cockburn,* "he ought to uphold the interests of his client *per fas*, but not *per nefas*"); but it seems to us, and, as we believe, to the whole profession, to justify an advocate in the employment of any argument, however subtle, in the maintenance of any theory, however unsound—provided only no fact be misstated, no authority falsified—which, in his judgment, may weigh with the Court or jury in his client's favour. And not only is this view supported by the universal practice of the profession in England, but the history of advocacy at all times and in all countries bears constant witness to the prevalence of this doctrine. We do not say that this is of itself enough to justify it; we do not hold at all to the "*quod semper, quod ubique, quod ab omnibus*" principle of right; and we "set no store by" the precedents of early times if they seem to us to run counter to the dictates of sound sense or abstract justice; but we point to the doctrine and practice of all great advocates, ancient and modern, as confirmatory of that which we consider to be the true extent of the privilege, and to be also the bounden duty, of an advocate—viz., 'to say for his client everything which that client would be legally justified in saying for himself, supposing him to have the requisite knowledge and power of speech.' Tried by this test, the sole question to be asked concerning Mr. Shaffer's not very admirable speech was, "Was it, on the whole, calculated to benefit his client?" If it was, then he was, we think, justified in advancing the arguments objected to, absurd and untenable as they appear to us to be; if not, then Mr. Shaffer's powers of advocacy and his judgment are to blame, just as in any other case of a weak or mistaken line of defence. But the American papers and writers who have been betrayed into a defence of New York society, because an advocate has—or has not—mistaken the class of argument likely to have weight with the Court, remind us of those old ladies of the "Felix Graham" type, who believe, or seem to believe, first, that an advocate pledges his individual belief in the soundness of his arguments; and, secondly, that it is by the speeches of counsel, not the decision of the Court, that the merits of the case are to be tested.

The particular matter in hand is perhaps a small one, but the principle involved is one of the highest import-

* 9 Sol. Jour. 31.

ance, striking as it does at the very root of the theory of hired advocacy. So long as it is the admitted duty—and may it so continue—of every advocate to accept the first retainer properly offered, and to give his services in accordance therewith, it must often be his lot to be compelled to maintain propositions which he thinks untenable, and to support a view of the case from which his private opinion dissents; nay, we believe it occasionally happens that counsel on both sides each think that the other has the stronger case. But it would be the height of absurdity to blame the state of society for that which alone prevents hired advocacy from becoming a terrible engine of oppression at the will—or caprice—of the leading advocates; and a still more monstrous folly to defend society by endeavouring to throw discredit on the individual counsel who has been made, after all, merely an example of the inevitable working of the system of which he is a part. To permit counsel to select the cases which they would consent to support, would be to give an enormous advantage to that side which happened to have *prima facie* the stronger case; while to require counsel to embark in the defence of a cause which they considered weak, and yet to advance no argument in which they did not themselves believe, would be to require them frequently to do that which the common consent of the profession stigmatizes as a dereliction of duty, whenever it occurs—namely, to betray their own want of faith in their client's cause.

MISS RYAN'S CASE.

Last summer, under cover of the night, a young girl was seen by the bystanders at the quay of Dover to be dragged on board a steamer bound for a foreign port, by two nuns and a third female, whose dress, as in the case of the nuns, did not denote her calling. She attracted public attention by her cries and screams for help, and by the resistance she made to her deportation. No hand, however, was raised in her rescue, and she was hurried with great violence by her female keepers on board the vessel, carried to Ostend, and ultimately deposited in a religious house in Belgium. But although she received no friendly help at the moment, the disgraceful and illegal conduct of her custodians was noticed by those who gave it publicity through the press. This led to inquiries on the part of the authorities at Dover, and subsequently at the Home Office. On its getting into the hands of a public functionary whose especial duty it was to investigate the subject in all its legal bearings, the public rested satisfied that, if a wrong had been perpetrated, justice would be done.

In answer to so serious a charge and violation of the law of the realm, the nuns alleged, with reluctance and after some delay, that the unfortunate subject of this violent and cruel treatment was insane. There were, however, those in this country who had their misgivings as to the accuracy of this allegation, and who thought, whether sane or insane, that there was something behind which was not made manifest, otherwise there was no necessity to carry this poor lady out of the country under cover of night, and in the stealthy and clandestine manner in which it was done. This unsatisfactory and reluctant explanation rather aroused than allayed curiosity and uneasiness, and it was with satisfaction that the public heard that the matter had passed into the hands of the Home Secretary. It, however, soon became evident that, assuming Miss Ryan to be insane, those under whose religious (?) guardianship she had been, had violated the law by imprisoning and removing her without observing those regulations which the law, in its jealousy for the liberty of the subject, had imposed, and thrown as safeguards around even the insane.

Under this state of things, Sir George Grey, for his own justification and the public satisfaction, submitted the facts of the case to the law officers of the Crown, and the result has been what every tyro in the profession knew.

Sir George's secretary has written to the Mayor of Dover, to say that he has inquired into the removal of

"Mary Ryan, otherwise sister Theresa, from the Hospital of St. John of Jerusalem and St. Elizabeth, No. 47, Great Ormond-street, Queen-square," stating that a case had been submitted to the law officers of the Crown "for their opinion as to the liability of the persons concerned in such removal to prosecution, and that they have given it as their opinion that the removal of the said lady from this country was, under the circumstances stated, illegal, and that all parties concerned in it are liable to an indictment for the offence of forcibly abducting her to parts beyond the seas." How far this opinion embraces the violation of the Lunacy Acts, we have no means of knowledge. But Sir George's secretary adds, "Inasmuch, however, as those concerned appear to be actuated by no improper motives, Sir George Grey has intimated to the lady superintendent of the hospital, who is reported to have superintended the removal, that he does not propose to institute legal proceedings in the present instance, but that he considers it his duty to warn her of the consequences of taking part in any similar case which may hereafter occur."

The public are amazed at the conclusion at which Sir George Grey has arrived. He is advised that the law has been violated, that an indictable offence has been committed, and yet he takes upon himself to inform those who have been concerned in setting all law at defiance, by committing a most illegal act with great violence and cruelty, upon an unprotected female—for her guardians cannot be considered her protectors—that "he does not propose to institute legal proceedings." A member of the corporation of Dover has given notice that he will have the matter brought before the House of Commons, and there are others who will adopt a similar course. The public want to know what the Hospital of St. John of Jerusalem and St. Elizabeth is? Is it a lunatic asylum? Are there lunatics confined there? Is the house licensed under the provisions of the law? Are the inmates confined there on the certificates of medical men? Do the Commissioners in Lunacy visit the institution? and do they see that no one is confined there against her will? and what are the causes which have led to the lunacy of its inmates? Sir George Grey has attempted to hush up this inquiry, in which everyone in this country is so deeply interested. How he arrived at the conclusion that those who clandestinely carried away a lady from this country against her will were actuated by no improper motive we cannot understand, but what has motive to do with the case in its present stage? The absence of motive might influence the *punishment*, but can have no possible bearing upon the *guilt* of those concerned. They are guilty of abducting a young woman to parts beyond the seas against her will, but "he does not propose to institute proceedings in the present instance." Guilty, but no improper motives! What would a learned judge say if he heard such an argument advanced to a jury by counsel? Why, he would soon shut him up, and the sooner Sir George Grey is shut up the better. It will be for the public interest that he should be. It is hardly credible that a public functionary of the lengthened experience of Sir George Grey should have so far forgotten himself. The law officers are of opinion that the law has been violated—an illegal act has been committed. Why should not the law be vindicated? Why should all inquiry into this young lady's case be hushed up by the Home Secretary? If British subjects are with impunity to be locked up, and carried out of this country with violence against their wills, simply because those who thus act choose to justify themselves by an allegation of insanity, the sooner we know it the better. But where is the evidence of insanity in Miss Ryan's case? Her conduct was that of a sane woman, and the hour at which the deportation took place leads strongly to that conclusion. The suspicions that have been aroused are strengthened by the silence of those who were concerned, and by the unsatisfactory and tardy explanation that has been reluctantly extracted from them. The public have a right to demand

an open investigation of this mysterious affair, and Miss Ryan must confront her persecutors. We cannot take the word of Sir George Grey for their motives. The law officers say that those concerned in Miss Ryan's abduction have acted illegally, and are amenable to the law, having committed an indictable offence. Why should Sir George Grey interpose in this, any more than in any other case where the law has been violated, and an outrage committed upon, apparently, an unoffending lady? Justice to her, justice to those who are concerned, and the vindication of the law, demand a public investigation of the case.

Since the above was written, still more startling revelations have been made. Mr. John Percival has written to the *Advertiser* that he has had a correspondence with Sir George Grey on this subject. Mr. Percival says—"I am informed by Mr. Waddington, 'The inquiry which was instituted as soon as the facts were brought under Sir George Grey's notice left no doubt as to the insanity of Miss Ryan at the time of her removal. It was further ascertained, through the British minister at Brussels, that the asylum of St. Julien's, at Bruges, to which she was removed, was a well-conducted establishment, where she received kind and considerate treatment. In a personal interview which the consul had with her, she expressed her unwillingness to return to England; and, although the violence of her insanity had subsided, her state still appeared to be such as to make it probable that her being brought to England at that time would aggravate her malady.'" Then, mentioning the opinion and suggestions of the law officers of the Crown, on which Sir George Grey acted, and which are already before the public, the suggestions being also founded on the fact that Miss Ryan's relatives did not complain, and that "the course taken might have been really for Miss Ryan's benefit," he adds that Sir George Grey "only abstained from directing that measures should be taken for bringing Miss Ryan back to this country for the reasons stated," and adds that Sir George Grey has requested that further information may be obtained as to her treatment and condition; and if her relatives in this country should be willing to take charge of her, and she should herself desire to return, it may be right, should her mental condition be so improved as to admit it with safety, that she should hereafter be brought back to England.

Mr. Waddington has certainly not relieved Sir George Grey from the embarrassment of the position in which he has placed himself. Some will say that he has been brought still deeper into the mess. So, then, this insane lady was sane enough to express to our Consul her unwillingness to return to a country from which, only a few months ago, she had been forced against her will. Further comment upon this inconsistent epistle is unnecessary.

The whole of this correspondence evades the question at issue between the Home Office and the public, which is,—Why has Sir George Grey declined to institute a prosecution against all parties concerned, for the offence of forcibly abducting Miss Ryan to parts beyond the seas?

EQUITY.

CHARITABLE BEQUEST—STATUTE OF MORTMAIN.

Tatham v. Drummond, 12 W. R. 620; 13 W. R. 61.

The above case affords an illustration of the difficulties which beset the application of the Statute of Charitable Uses (9 Geo. 2, c. 36). It is remarkable from the fact that two eminent judges, each quoting as a leading authority the case of *Attorney-General v. Williams*, 2 Cox, 387, and each professing to adopt the principle there laid down, nevertheless came to conclusions diametrically opposite as to the validity of the gift before them.

The facts of the case may be shortly stated thus:—A lady, by her will bequeathed and appointed £10,000

Consols to the treasurer for the time being of the Royal Society for the Prevention of Cruelty to Animals, established in 1824, to be at the disposal of the committee for the time being of the society; and then she used these words—"It being my express wish that this sum and the dividends be applied by the committee, as they shall think best, towards the establishment, in the neighbourhood of London or Westminster, of slaughter-houses away from the densely-populated places in which they are now situated, and for the relief of and protection from cruelty to the animals taken to be slaughtered." The question whether this gift was or was not void under the above statute, came in the first instance before his Honour Vice-Chancellor Wood, and he held that the gift was valid, notwithstanding the provisions of the statute. His Honour is reported to have said that "it was his wish to adopt the principle laid down in *Attorney-General v. Williams*, and followed in *Edwards v. Hall*, 1 W. R. 348, and the other cases that had been cited." The question not definitely state that land was not to be bought; but when the only reasonable construction that could be adopted in carrying out the trust was, that land ought not to be acquired, then the Court would uphold the gift. Looking at the terms of the present gift, and placing himself in the position of a trustee, he could not conceive a worse application of the money than to erect slaughter-houses in the outskirts, which in ten years, like Kensal-green and the other cemeteries, might be surrounded by a densely-populated district. . . . The case of *The University of London v. Yarrow*, 5 W. R. 29, 543, was far weaker in this respect than the present case, for the gift there was for founding, establishing, and upholding an animal sanatory institution, and Lord Cranworth was 'not at all clear that the establishment of such a sanatory institution necessarily implied the acquiring of land, so as to vitiate the gift under the Statute of Mortmain.' . . . The gift, therefore, not requiring of necessity that the money should be laid out in land, the society must be held entitled to the bequest." The case came by way of appeal before the Lord Chancellor; and his lordship held that the gift was wholly void under the operation of the statute. He is reported to have said—"In the administration of charitable bequests it is the duty of the Court to ascertain from the words of the will, by the ordinary rules of construction, the true meaning and intention of the testator, both as to the bequest itself and the mode of carrying it into effect, without in the first instance adverting to the existence of the Statutes of Mortmain. When the intention of the testator has been ascertained, inquiry is to be made whether the whole or any part of that intention is contrary to the provisions of the statute. But no secondary interpretation ought to be adopted, nor ought the Court to resort to any different mode of administration from that indicated by the testator, even though it may be reasonable in itself, for the purpose of escaping from the operation of the statute. All this is well and concisely expressed by Lord Rosslyn, in the case of *The Attorney-General v. Williams*, in these few words—"The Court will not alter its conception of the purposes of a testator merely because those intentions happen to fall within the prohibitions of the Statute of Mortmain." I have thus stated the rule, because I find in the report of the present case, and in the reports of previous cases, words attributed to the Vice-Chancellor which do not appear to me to express the rule quite accurately." His lordship then went on to consider the intention of the testatrix, which he considered could be fairly carried into effect only by a purchase of land. This of course would lead to a violation of the statute, and therefore he held the bequest to be wholly void, and reversed the Vice-Chancellor's order.

We think that the Lord Chancellor, in the passage which we have quoted from his judgment, has laid down, in language as clear and unmistakable as possible, the rule which ought to govern the Courts in the decision of cases of this nature; nor do we imagine that at the pre-

sent day any judge would attempt to lay down a less stringent rule. In this respect we think that the Lord Chancellor has scarcely done justice to the language of Vice-Chancellor Wood, who certainly intended to adopt to its fullest extent the rule of *Attorney-General v. Williams*. But in all cases of this kind the real problem is to ascertain what is the intention of the testator; for when that is once discovered, it is a comparatively easy matter to say whether it is such an intention as necessarily to contravene the provisions of the statute. We say necessarily, because there are many cases in which it has been held that if the testator's language admits of an alternative construction—one of the alternatives involving the purchase of land, and the other not—the bequest is a valid one.

As Vice-Chancellor Wood observed in his judgment in the case of *Carter v. Green*, 3 K. & J. 605, 5 W. R. 856—"The case of *Sorresby v. Hollins*, 9 Mod. 221, and that of *Grimmett v. Grimmett*, 1 Amb. 212, before Lord Hardwicke, establish that where there is a discretion given to trustees to apply a bequest in the alternative, either in a way which is legitimate, or in a way which would be illegitimate under the statute, the Court will uphold the bequest, inasmuch as it may be applied legitimately." Consistently with this view, the Lord Chancellor seems to have thought, in *Tatham v. Drummond*, that the wishes of the testatrix could not be properly carried into effect in any other way than by the purchase of land, and that there was no alternative discretion given to the trustees; while, on the other hand, the Vice-Chancellor considered that the trustees would not be rightly executing the trust reposed in them by the testatrix, if they laid out the money or any part of it in buying land. Different minds will, of course, put a different construction on the words used by a testator to express his meaning; and the difference between the Lord Chancellor's and V. C. Wood's conclusions really resolves itself into a difference of the interpretation of the words "towards the establishment." It might appear that there was really no distinction to be found between the present case and that of *Attorney-General v. Williams*, in which the bequest was held valid. But though the words used in the latter were, "for and towards the establishing of a school," only the dividends, not the capital, of the fund were given for that purpose; whereas in the present case both the capital and dividends were given. Moreover, in *Attorney-General v. Williams*, the testator went on to indicate the method in which he desired the income of the fund to be applied, and none of the purposes mentioned by him involved in any way the purchase of land.

We think that the decisions on the Statute of Charitable Uses afford a very unsatisfactory guide to the practitioner as to what sort of a gift the Courts would probably uphold; but, though we cannot say that the present case adds much certainty as far as the question of construction goes, yet, on account of the clear enunciation by the Lord Chancellor of the principle to which we have referred, we think it a case worthy of the attention of the profession.

REVIEW.

Analysis of Recent Cases (decided in the Law Courts of England, Scotland, and Ireland); exemplifying the Difference between an Ordinary and an Indisputable Life Assurance. By ALEXANDER ROBERTSON, W.S. Edinburgh: J. & J. Clark.

This is a slight sketch of a few of the principal cases in which payment of the sums assured by life policies has been successfully resisted on the ground that some one of the conditions indorsed on the policy has not been complied with. The writer has carefully selected cases of various kinds, turning on different conditions, and he has shown very clearly how difficult it is for the most upright and honest man to feel sure that he may not have unwittingly entitled the company to say after his death that his policy was voided by reason of his representation.

There can be no doubt that it would be both advantageous to the company and satisfactory to the assured were the stipulations of such a nature as to secure to every *bona fide* assured the benefit of his assurance, and that conditions which expose the family of the deceased to loss, where there is no ground for suspecting *mala fides* on the part of the assured, are, on every ground, reprehensible.

But we cannot agree with the writer that there is anything "unjust" in any company saying—"These are our conditions; take them or leave them, as you please,"—so long as there is nothing intentionally framed to deceive in them; and this book itself supplies a proof that where there has been any intentional deceit, the defence will fail (see *Harris v. Queen Insurance Company*, p. 4). On the form of indisputable policy inclosed, we have already expressed our opinion.* It seems to us to be one of the best, if not the very best, we have ever seen; but we do not believe that it would be found sufficient to compel the company to pay in a case of "fraud," and, if it were, it certainly ought not so to be. As we have already remarked, "fraud vitiates every contract," and no man or set of men can, in our opinion, prospectively contract that he or they shall be bound by a future or then undiscovered fraud, though, of course, after the fraud has been discovered, they may contract themselves out of the benefit of the objection.

COURTS.

COURT OF CHANCERY. (Before Sir W. PAGE WOOD.)

Dec. 19.—*Renard v. Levinstein*.—This suit, which is for an injunction to restrain the infringement of Girard's patent for aniline dye, has been before the Court during the greater part of last week. The plaintiff's case had closed, and the defendant's counsel were in course of addressing the Court, when, to the surprise of everyone, a notice of motion was given on Saturday last, for permission to insert, on the list of objections to the patent, a fresh objection—to wit, that there was a prior publication by Girard in England of the invention in question, Girard having taken out letters patent here prior to the patent in question. The motion now came on for argument.

Mr. Jessell, for the defendant, urged that it was necessary to the doing of complete justice in this case that the motion should be allowed.

Mr. Grove, Q.C., Mr. Giffard, Q.C., and Mr. Drewry, for the plaintiff, pointed out the extreme inconvenience, not to say injustice, to which his client would be subjected if the motion were granted. His witnesses would have to be recalled from France, and he would be put to great expense. A defendant ought not to be permitted at such a stage to raise new issues, and by thus shifting his ground change the whole nature of the proceedings. By exercising common diligence, the defendants might have been made aware of the existence of the patent now set up as a publication, so as to raise this objection in proper time.

Mr. James Johnstone (for the Fuschine Company) offered no opposition to the motion.

The VICE-CHANCELLOR, after commenting on the very singular course the defendants had adopted, said that the spirit of modern legislation, as gathered from the latest Common Law Procedure Acts, was to make legal proceedings as speedy and as cheap as was consistent with the proper execution of justice. He must, therefore, in this case, choose between two evils—either he must put the parties to the expense and delay of having the witnesses recalled, and the plaintiff's case reopened, or he must refuse the defendants' request, and, by so doing, leave it open to them to move for a new trial, and bring the cause on all over again. He thought the former course was the lesser of two evils, and therefore would give permission to the defendants to amend their list by the insertion of the objection in question, they paying all costs that might be occasioned thereby.

Mr. Grove asked for security for these additional costs.

Mr. Jessell objected. It would be monstrous if plaintiffs in patent cases, having made fortunes by good or bad patents—I will not say which—should be permitted to put defendants, who in these cases are generally poor men, to giving security for their costs.

The VICE-CHANCELLOR said—I do not like to introduce

a practice novel to this Court, of giving security for costs. It is seldom done except in cases where a plaintiff resides abroad. I must refuse your application, Mr. Grove.

COURT OF COMMON PLEAS.

(Before Mr. Justice WILLES and a Common Jury.)

Dec. 19.—*Weaver v. Nesbitt*.—*Liability of Husband to Debts of Wife*.—This was an action to recover £83 11s. 3d., balance of an account for £128 11s. 3d., for jewellery supplied to the defendant's wife.

Mr. Serjt. Ballantine and Mr. Peavey appeared for the plaintiff; and Mr. M. Chambers, Q.C., and Mr. Hannen for the defendant.

The plaintiff was a jeweller and watchmaker in Connaught-terrace, Edgware-road, and the defendant formerly held a commission as major in the Dragoon Guards. Mrs. Nesbitt was the niece of a gentleman then upon the bench (Sir John Kirkland), and she was also connected with other families of very high rank. Major Nesbitt, while serving in India, received a sunstroke and returned to England in 1863, and had since been so affected in the head that he was now under the care of a keeper. The plaintiff supplied Mrs. Nesbitt with the goods which now formed the subject of the action; at that time she was living in good style, and he had no reason to suspect that there was anything like extravagance in her having the jewellery. However, under the circumstances, the plaintiff was perfectly willing to refer it to anybody to say what amount he should receive, or he would be willing to take back the goods at an extremely moderate amount below what he had charged for them. He admitted that, while he was supplying the goods, he had heard that the major was under the care of a keeper from an asylum.

The plaintiff's case having been substantially proved, Mrs. Nesbitt said that she and her husband lived at Sunning Dale before she went to Kensington, and that they lived there in good style, but quietly. She never told the plaintiff she was married. Some of her relations were very high. Her husband's solicitor defended this action, but for herself she wished the bill to be paid.

Mr. Serjeant Ballantine.—Did you tell the plaintiff that you were the niece or near relation of a duke?

Witness.—No.

Mr. Justice WILLES believed that a Duke of Norfolk used periodically to ask all his cousins to an entertainment, till the number reaching to 4,000, the custom was discontinued.

Mr. Chambers submitted that there was no case to go to the jury.

Mr. Justice WILLES thought there was not. A man who was in a lunatic asylum was not answerable for jewellery supplied to his wife under the circumstances of this case.

The plaintiff was nonsuited.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

Dec. 15.—*In re William Kimberley*.—This was a meeting for examination and discharge under the bankruptcy of Wm. Kimberley, solicitor, share dealer, and scrivener, carrying on business at 26, Old Broad-street, and formerly in partnership with Mr. Pope, solicitor, at that address. The bankrupt's accounts showed the following somewhat heavy figures:—Debts and liabilities, £14,525. Assets—debtors, good, £3,597; debts due to the late firm of Kimberley & Pope, and of which the bankrupt was entitled to one moiety, £1,495; and property in the hands of creditors, £900.

Mr. C. E. Lewis appeared for the assignees, and did not oppose; Mr. Reed and Mr. Gale opposed for creditors; and Mr. Lawrence supported.

Mr. Reed said that he would open his case by calling Mr. Brown, his client, the opposing creditor.

Mr. Samuel Brown, upon being examined, said—I am a stock and sharebroker. Between February, 1863, and April of that year, I purchased shares by the bankrupt's instructions; and at the close of those transactions I paid to him the balance of £27 which was due. In the same month of April the bankrupt called upon me and desired me to purchase for him 100 shares in the New Theatre Company (Limited), for "the account," and on a subsequent occasion he gave me an additional order for 200 shares. I conversed with him respecting the purchase, and I told him that the

numbers were large, and he then said that he was the solicitor of the company. I asked him why he wanted to make the purchase, seeing that he, from his position as solicitor of the company, could obtain an allotment of as many shares as he chose to ask for? In reply he said that he was instructed to buy them by a committee composed of three directors, who had not only requested him to make the purchase, but were also buying through other brokers; and that they would, at the proper time, take up the shares and provide the money. The bankrupt also stated that he had £1,000 coming from Ireland. Upon those statements I purchased the shares. Just before the settling day, the bankrupt came to me and said that the shares must be paid for on the special day. The day before the special day, I saw the bankrupt, and he said that he had no money. A number of interviews followed, and eventually he gave me three bills of exchange for the amount due to me (£1,829), of which £1,250 arose out of the New Theatre Company's shares, and the balance upon other transactions on his account in April and May, 1863. At great personal inconvenience, I took up the shares. The bills were dishonoured, and the bankrupt was shortly afterwards adjudicated in this court. In this way I lost £1,800 money out of pocket.

Mr. Reed.—Have you ascertained whether the bankrupt was authorised by a committee of directors of the New Theatre Company to make the purchases of shares?

Mr. Brown.—I do not believe he was, but I have no positive evidence on the subject.

Cross-examined by Mr. Lawrence.—I had not dealt with the New Theatre Company shares before the bankrupt came to me; I knew nothing about them. On the settling day the shares were not worth the paper upon which they were written. The shares were never to my knowledge quoted in the usual official list.

Some evidence having been given in reference to the mode in which a tobaccoist's bill had been contracted,

The bankrupt was examined. He said—I have been in practice since the year 1857. I had a very good professional income. The profits of the firm of Kimberley & Pope were about £3,000 per year, and the business was increasing. Towards the end of the year 1862, I was introduced to Mr. Dion Boucicault by Mr. Cusack. Mr. Boucicault talked about forming a company for the purpose of carrying out a scheme which he had suggested in letters to the *Times*, and in 1863 the New Theatre Company was launched. The undertaking was supported by a great number of noblemen and gentlemen, and Mr. Boucicault and others were exceedingly sanguine as to its success. The board of directors was composed of six persons, all of good position, and anxious to promote the undertaking. In the first instance it was arranged that I should receive £3,000 for my services in connection with the company; but that clause in the deed was afterwards withdrawn, it being considered to be objectionable. From my experience in getting up companies, I should say that very frequently shares are purchased for the purpose of presenting a good front to the public.

Mr. Lawrence.—I am not asking your opinion with reference to the morality of the practice, but is it a common one?

The bankrupt.—It is notorious on the Stock Exchange; almost invariably, shares are purchased in the market at the instance of promoters and directors. In this case I was requested by the board of directors to purchase the shares. If successful, the professional business arising from the company would have been very considerable. A number of leases would have been granted, and we all know that conveyancing is the source of large professional emolument. I was also the holder of Ottoman Bank shares. I was one of the promoters of the Midland Banking Company, which is now, I believe, a success. I am aware that I left England in order to avoid my creditors. I had not sufficient nerve to meet my difficulties manfully; and the absconding myself from this country is a step which I shall never cease to regret.

In opposition, it was then contended that the bankrupt had incurred debts without having at the time any reasonable expectation of payment; also that he had been engaged in rash and hazardous speculations.

Mr. Lawrence, in the course of his address for the bankrupt, said that many persons holding a high position in the profession were avowedly engaged in these speculative companies, from some of which large fortunes had been realized.

Mr. Lewis stated, in answer to the Court, that at present only £300 of assets had been realized.

Mr. Commissioner HOLROYD in giving judgment said that the debts in this case extended over a period of five years—from 1859 to 1863 inclusive—and they consisted of all kinds and descriptions, a great many being of a domestic character, and which in the ordinary course of housekeeping would be defrayed at short intervals of time. It was material to consider these circumstances in connection with the dealings which took place subsequently between the bankrupt and Mr. Brown. In reference to the charge of entering into rash and hazardous speculations, his Honour took occasion to observe upon the practice of promoters and directors to make pretended purchases upon the market of shares in the companies in which they were engaged or interested. He said that such transactions were but little short of a fraud upon the public, because they affected, not merely the individuals primarily concerned, but the public also, who were frequently deceived into taking shares in these companies. For being a party to these transactions the bankrupt was himself to blame. Having reviewed the other circumstances, the Court held that the opposition was well founded, and suspended the issue of the bankrupt's order of discharge for twelve months from this date.

Mr. Lawrence asked for protection.

Mr. Gale not objecting, protection was granted for three months, to be renewed unless cause shown to the contrary.

Suspension accordingly.

—*In re William Ephraim Goatly*.—The bankrupt, who was committed as W. E. Goatly, late of Shooting-common, Bromley, Kent, came up for his first meeting. He was a solicitor, having offices at 15, Mitre-court-buildings, Fleet-street. From the bankrupt's examination, it appeared that he had been in prison since the 2nd September last. He owed about £1,200, and his property consisted of book debts due to him about £400. His failure arose in consequence of losses upon bill transactions.

Mr. C. B. Foster, builder, of Whitefriars, was elected creditors' assignee.

Dec. 20.—*In re Edward Rasbrook Edwards*.—This was another failure of a solicitor. The bankrupt was described as of 49, Chancery-lane, and 74, Malden-road, Kentish-town. The debts and liabilities are returned at £2,076; against—debtors, good, £895; doubtful, £92; property given up to the assignees, £441; and property in the hands of creditors, £431.

Mr. Bagley and Mr. Mason were in the case.

An adjournment was ordered for additional accounts.

—*In re Reynolds*.—The bankrupt was a solicitor, formerly residing at Winchester.

Upon the application of Mr. Bagley, Mr. Reed, and Mr. Griffiths, for creditors, an adjournment was taken for further accounts.

(Before Mr. Deputy-Commissioner WINSLOW.)

Dec. 20.—*In re Charles Parke*.—Mr. Parke was an attorney, carrying on business at 37, Moorgate-street, and 349, City-road, having a residence at Bushy, Herts, and afterwards at 10, Crescent-place, Burton-crescent. His accounts show an aggregate indebtedness of £3,577, inclusive of liabilities on accommodation bills, £742; the assets are returned at £1,061, consisting of good book debts, and £527 property in the hands of creditors. The failure was attributable to the non-receipt of bills of costs, and bad debts. On the 23rd November, the bankrupt came up for examination; but it then appearing that the creditors' assignee had not taken any steps towards collecting the debts due to the estate, and was not able to give the Court any information respecting the assets, the further hearing was adjourned until this day.

Mr. Peverley, for the assignees, did not oppose.

Mr. Deputy-Commissioner WINSLOW.—What is the history of the accommodation bills?

The Bankrupt.—I believe they will all be paid. I do not think any of them have been proved.

Mr. Deputy-Commissioner WINSLOW.—Have the bills of costs been made out?

Mr. Peverley said that about forty of them had been prepared.

Order of discharge granted.

(Before Mr. Registrar MURRAY.)

Dec. 21.—*In re Wade*.—A first meeting was held under

the bankruptcy of George De Vins Wade, who for several years has practised as a solicitor at Baldock, Herts. The adjudication was obtained by Messrs. Venning, Naylor, & Robins, on behalf of Mr. Charles Hibbert, of Baldock, yeoman, a creditor of the bankrupt for £420, monies advanced to the bankrupt for investment by him. It appeared that on the 2nd November, the bankrupt and his family left Baldock, and had not since returned. The household furniture was in possession of a sheriff's officer. The bankrupt not having surrendered, no statement of accounts has yet been placed upon the file, but it is stated that the debts and liabilities exceed £20,000. A question arose with regard to the adjournment of the choice of assignees, it being suggested that many of the creditors could not substantiate their claims in the absence of the bankrupt.

Mr. Registrar MURRAY thought, however, that the choice should proceed, there being several matters of importance to inquire into.

Eventually, Mr. T. Hine, of Baldock, grocer, was chosen creditors' assignee.

WINTER ASSIZES.

LIVERPOOL.

(Before Mr. Justice MELLOR.)

Dec. 19.—*Mackenzie v. Melville*.—This was an action for the recovery of the costs attending an action for ejectment brought against the defendant by the plaintiff in July last, when the defendant resided at No. 47, Mackenzie-street, Everton. Mr. Williams was counsel for the plaintiff. The defendant, who appeared in person, said his rent formed part of his salary, the plaintiff being his employer. He complained of having been harshly treated. The rent due to the plaintiff was taken as £1, and the costs attending the ejectment and recovering possession were proved to have been £8. A verdict for the plaintiff was therefore given for £9.

GENERAL CORRESPONDENCE.

CLUB LAW.

Sir,—It is desired by some clients of mine to start a joint-stock club on the principle of the London club-houses. Questions have arisen whether such a club will require—

1. To have its house licensed as an ale-house?
2. To have a billiard licence?
3. To take out the usual excise licences for the sale of beer, spirits, wine, tobacco, cigars, &c.?
4. If none of these requirements have to be complied with, how can visitors to the club be supplied?

If you or any of your experienced readers will reply in your next to these questions, and will give any other information respecting the legal working of the London clubs, I shall esteem it a great favour.

Cheltenham, Dec. 15.

F. S.

CAPITAL PUNISHMENT.

Sir,—In perusing the article which appeared in last week's Journal,* I perceived that the author had made use of the Biblical quotation—"He that smiteth a man so that he die, shall be surely put to death"—(Ex. xxi. 12)—in aid of his arguments in favour of the retention of capital punishment.

As it is the duty of all to correct an inference when wrongly drawn, and as the writer prefaced the quotation by the following—"Perhaps it is not profitable to inquire what was the custom of the ancients,"—I have taken my pen, as I imagine that a far different result may be easily proved.

I would first call attention to Numbers, chap. xxxv. 30, 31—"Whoso killeth any person, the murderer shall be put to death by the mouth of witnesses; but one witness shall not testify against any person to cause him to die. Moreover, ye shall take no satisfaction for the life of a murderer which is guilty of death; but he shall be surely put to death."

The writer appears to have overlooked the humane interpretation which the Synagogue placed on those verses during the existence of the Jewish kingdoms. Their judges, who we are told were most careful to spare human life, rendered the law "that murderers could only be capitally punished on the evidence of two witnesses, who must have been present at the commission of the crime, and on proof being furnished that the convict had previously been warned of the consequences of the misdeed." [Dr. Benisch, *Jewish Chronicle*, Nov. 25.]

It would therefore seem that the Israelites would not convict on circumstantial evidence, which fact strongly militates against the writer, and against the rule as to the value of evidence laid down by the Chief Baron in his summing up against Miller, though his lordship only appears to have laid down a true version of the law as it is at present. It is clear that Blackstone differed with our writer as to the value of ancient custom: that learned author mainly depended (in settling the principles for the government of the law as to murder) on the Bible, and on the customs of ancient countries.

Notwithstanding the ages that have elapsed, and the enormous prevalence of murder, the commission appointed to investigate the question would do well to seriously consider the Jewish law as to the conviction and punishment of murder. The English law is admitted by all to be equitably administered, yet it is the more to be regretted that the evidence required for conviction of the crime of murder should not be in accordance with the theoretical principles on which our law is founded.

It has also been stated by our writer that Portugal is the only country in Europe where murder is not punished by execution. I must remind him that in Tuscany, also, capital punishment, during the last two centuries, has been dispensed with.

In the consideration of questions like the present it is essential that the facts on both sides should be thoroughly sifted; and though the article, as far as it went, was ably written and logically concluded, the subject is one which should receive further attention. I have extended these remarks to a far greater length than I had intended, but I trust you will nevertheless deem them worthy of insertion in your valuable paper.

M. H. L.

Dec. 14.

THE EXAMINATION QUESTIONS—CONVEYANCING—No. 13.

Sir,—Your editorial note* seems to me hardly to be a sufficient answer to Mr. Sargent's inquiry. The authority he cites is apparently quite in point, and I think it clear that if that authority is correct, the legal estate would in the case supposed vest in C. But I cannot help thinking that your correspondent's answer is correct, and for these reasons:—

In the case put, A. had a power of appointment of a use, not to a use. I take it therefore that the use, though raised by the deed creating the power, was not executed until the appointment of the use had been made; and upon that appointment being made, the legal estate vested in the appointee by virtue of the statute. Now, A.'s appointment to C. was not of a use, but of the property, and the first use according to my view was executed in B. (a)

Had the power been of an appointment to the use of such person as A. should appoint, and he had executed the power in the way supposed, C. would, I think, clearly have taken the legal estate.

It is with great diffidence that I venture to differ from so eminent an authority as Mr. Williams, but the point seems to me to be at all events worth ventilating.

W.

Dec. 14.

[(a) It seems to us that this explanation, and that suggested in the note referred to, are practically identical, and do not involve any contradiction of the well-established general proposition laid down by Mr. Williams.—Ed. S. J.]

[The following circular, addressed by the secretary to the members of the Metropolitan and Provincial Law Association, has been forwarded to us for insertion.—Ed. S. J.]

CONCENTRATION OF THE LAW AND EQUITY COURTS AND OFFICES.

Sir,—I am instructed by the managing committee to inform you that the re-introduction of the bills for the above object is expected early in the coming session of Parliament.

The only opposition anticipated is from the Lincoln's-inn benchers, and it will be a disgrace to our branch of the profession if we allow the opposition of merely one out of the four Inns of Court to stop a great and important measure, on which we are all absolutely and enthusiastically unanimous; which was thoroughly investigated now a quarter of a century ago by two committees of the House of Commons, consisting of its most distinguished members, and was supported by the evidence of all the great lawyers of every shade of

politics, from Lord Cottenham and Lord Langdale to the Earl of Devon (Courtenay, formerly Master), Sir L. Shadwell, and Sir J. Wigram; a scheme of incalculable and wholly unmixed advantage to every solicitor and every client, and to almost every barrister.

The opposition is purely and entirely the interested opposition of the far wealthiest Inn of Court, in order to keep up its rents, and also its prestige as the great Inn, having now got, though but recently, the Chancery Courts within its precincts.

The removal of these courts, which it opposes, is a removal not to a distance, but to a spot actually not twenty yards outside its own gates.

The objection as to taking suitors' money is a colourable one, and a matter that would scarcely be mentioned except that it may throw dust in the eyes of Parliament. Its flimsiness has recently been exposed by the very able Royal Commission of 1860.

It is especially wished that the Provincial Law Societies and individual solicitors should at once write to such members of Parliament as they may have opportunities of communicating with, setting these facts before them, and urging them very strongly to give the bills their utmost support.

The letters should, as far as possible, be autographs, as anything like a circular is apt to be cast aside unread.

I trust to hear shortly that your committee, and individual members of your society, have written to members of Parliament on the subject; and if you would send me copies of any answers received, they would materially facilitate the operations of the committee of management.

Your immediate and earnest co-operation in the object of this letter will much oblige the committee.

SOLICITORS' REMUNERATION.

Our chairman and four other members of our managing committee have been appointed members of the special committee of the Incorporated Law Society, on the above subject. The recommendations, therefore, of that special committee are practically those of both societies, our whole committee co-operating through Messrs. Burton, Field, Kennedy, Shaen, and Torr.

I am, dear sir, yours truly,

(Signed) PHILIP RICKMAN, Secretary.

Metropolitan and Provincial Law Association,
December, 1864.

THE NEW JUDGMENTS, &C., ACT.

Sir,—In protesting* against the doctrine advanced by the latter part of the second paragraph of my letter, which you kindly inserted in your columns of last week, you have somewhat misconceived my meaning. Perhaps my language is open to the misconstruction; but I did not intend to convey the idea that it is not "a part of our legitimate functions to expose defects in the law;" on the contrary, I consider that to be a most important part of our duty.

Where there are manifest errors in an Act—as in the recent Bankruptcy Act, for instance—it is incumbent on the profession to expose them, and to endeavour, by every means in their power, to obtain its amendment.

What I intended to convey was, that in a discussion as to the construction to be put upon the provisions of an Act which has no retrospective effect, it seemed to me to be useless to complain of the "fragmentary character" of recent legislation—especially when the Legislature has successfully effected its object by the measure under comment.

With regard to the observations of your correspondent "T. S.,"† I concur with him in thinking it advisable that the assimilation of the law to that relating to personal property should be carried still further, and the judgment-debtor be compellable to disclose his landed possessions.

As to the question of "legal or actual possession," the words of the Act are, "actually delivered in execution;" and, I think, mean merely the legal right to possession given by the sheriff's inquisition.

W. H.

Dec. 20.

COUNTY COURT BANKRUPTCY ORDERS, 1863.

Sir,—An action of *Smith v. Patrick and Others* was tried in the County Court here on Monday last, before John Godfrey Teed, Esq. (the judge). It was brought by the plaintiff, as high bailiff of the court, to recover his fees for preparing the advertisement and for advertising a bankrupt's discharge. My clients, the defendants (who are creditors'

assignees), disputed their liability *in toto*, and further, they relied on the 47th of the General Orders sanctioned by the Lord Chancellor on the 6th November, 1863, which provides that "before a bankrupt shall be allowed to pass his last examination, he shall deposit with the registrar of the court the stamped parchment on which the order of discharge, when granted, is to be drawn up, or the sum of one pound and sixpence for the procuring of the same, and also the necessary sum for the fees and costs of advertising the discharge." Now, in the case to which I have referred, this order had not been complied with by the bankrupt, and therefore the learned judge held that the assignees must pay, as the plaintiff was bound to do the work; and he accordingly gave judgment for the plaintiff with costs.

To ordinary minds it appears difficult to see how any right of action could accrue as against the assignees, simply because the bankrupt had failed in the performance of his own duty. The learned judge, however, thought the matter perfectly plain.

W. PLASKITT.

Gainsborough, Dec. 16.

SCOTLAND.

THE SCOTCH BANKRUPTCY LAWS.

At a special meeting of the directors of the Chamber of Commerce and Manufactures, held in the Hall, Melbourne-place, on the 14th inst., Mr. Duncan McLaren in the chair, Mr. Harrison stated that the report of the committee on Scotch bankruptcy was not yet ripe to be brought before the chamber, but would be presented at the next meeting.

IRELAND.

THE EXTRAORDINARY LIBEL CASE.

The action against Sir William and Lady Wilde, which we mentioned last week,* after having been six days at trial, terminated on Saturday evening in a verdict for the plaintiff, with one farthing damages. Since the Yelverton case, no trial has excited so great an interest in Dublin, and the provincial papers have reported the proceedings at great length. The plaintiff, who is about twenty-nine years of age, and not without personal attractions, is well known in literary circles in Dublin. Sir William Wilde holds a high professional position; as an oculist and aurist, especially, he has a very great reputation. As a literary man, particularly as an antiquary, he is known probably to every learned society in Europe. His catalogue of the antiquities in the Museum of the Royal Irish Academy is a work of very great erudition. He published an Account of a Voyage to Madeira and Teneriffe; a work upon Austria; "The Closing Years of Dean Swift's Life," "The Boyne and Blackwater," &c., and works upon Aural Surgery, and on Malformations in the Organs of Sight. Lady Wilde is well known by her poems, which are of remarkable beauty; besides these, she has made some translations from the German, one of which, "The First Temptation," was the subject of much comment in the course of the trial.

An abstract of the pleadings in this extraordinary case has already appeared in our columns.†

The following is a copy of the letter which had been addressed by Lady Wilde to the father of the plaintiff, and which constituted the libel complained of:—

"Power, Bray, May 6.

"Sir,—You may not be aware of the disreputable conduct of your daughter at Bray, where she consorts with all the low newspaper boys in the place, employing them to disseminate offensive placards, in which my name is given, and also tracts, in which she makes it appear that she has had an intrigue with Sir William Wilde. If she chooses to disgrace herself, that is not my affair; but as her object in insulting me is the hope of extorting money, for which she has several times applied to Sir William Wilde with threat of more annoyance if not given, I think it right to inform you that no threat or additional insult shall ever extort money for her from our hands. The wages of disgrace she has so basely toiled for and demanded shall never be given to her.

"To Dr. Travers."

The case for the plaintiff, as stated by her counsel, and

sworn to by herself, was shortly as follows:—In 1854, the plaintiff, accompanied by her mother, had occasion to consult Dr. Wilde professionally. An intimacy grew up, and for some years Miss Travers was in the habit of visiting at Dr. Wilde's house, and was received there as a guest. About 1860, some circumstances occurred which disturbed the amicable relations which had existed up to that time, but communications did not wholly cease.

On the 14th October, 1862, Miss Travers received a letter from Dr. Wilde, urgently requesting her to call upon him, and went to his house at between one and two o'clock in the day. Dr. Wilde received her in his study. After some general conversation, he expressed a desire to see a burn upon her throat, which she had received some time before. He then suddenly caught Miss Travers round the neck, and pressed her throat to such a degree, that she exclaimed, "You are suffocating me." The only reply he made was to draw the lady more closely towards him, exclaiming, "I will suffocate you; I cannot help it." She fainted from fright and pain, and, on coming to herself, discovered that she had been violated. When she recovered her consciousness, she found Dr. Wilde leaning over her with a tumbler of cold water in his hand, and throwing it on her face.

Before this occurrence, Miss Travers had been in the habit of accepting small sums of money, as loans, from Sir W. Wilde, all of which she had repaid. She had also received a sum of money from Sir W. Wilde for the purpose of going to Australia, which intention had been subsequently abandoned. After October, 1862, a correspondence which begun as early as 1859 was continued, but she swore positively that there had not been criminal connection except upon that one occasion. It appeared that in the autumn of 1862, Miss Travers had taken offence at what she believed to be intended as an insult to her by Lady Wilde, and determined on "vengeance." Her first act of vengeance was a review written by Miss Travers, severely criticising a new work of Lady Wilde's, and some doggerel verses and other unfriendly notices of Dr. Wilde, which she sent to a weekly paper. She had also printed the pamphlet mentioned in the pleadings,* and hired boys to sell copies of it, heralded by a placard with the words, "Sir W. Wilde and Speranza," the latter being the well-known *nom de plume* of Lady Wilde. One of the startling incidents of the case was the fact of the plaintiff on one occasion having, in the presence of Sir W. Wilde, and in his own study, taken a large dose of laudanum. She was hurried off by him to a neighbouring apothecary's, where an antidote was administered. An enormous number of notes written by Sir W. Wilde to the plaintiff were given in evidence. In her cross-examination, the following, of which she offered no explanation, was produced. She admitted that it was written by her to Sir W. Wilde subsequent to the alleged act of violation:—

"Now, spiteful old lunatic, since you want to do something for me, please cut my corn. You did not do it half before. I will keep your nose to the grinding-stone while your wife is away, and when she returns I will see her. You had better not make a fool of me this time. I will give another trial for a few days. I am waiting."

The only other evidence for the plaintiff was the proof of the receipt, through the post, of Lady Wilde's letter.

Mr. Serjt. Sullivan, in stating the case for the defendant, said he deplored immensely that, in an action of this description, the Court and jury had been pursuing an inquiry of a nature totally beside what was there to be tried—going into matters that were not before the jury, and which could not be before them; and which, even as to the question of damages, they could not entertain. The learned serjeant then said:—I take on myself the responsibility, in the outset of this case, of saying that I will not enter into that inquiry. I never was more clear in my opinion that all these matters are beside what is to be tried—that in this action these matters cannot be investigated in the manner they should be, having regard to the grave nature of what is put before you. I will not allow my client to be dragged into an investigation of these matters in such an action. Commenting on the story told by the plaintiff, he said:—"Did anyone ever hear of such a story? This violated woman walks out of the study, sees the servants, quits the house, and—mark this—comes back again to the house day after day, and time after time; goes to that very study to get her corn cut, as she states herself. This violated woman, who has had one transgression of this sort, comes back to the place in which she was

violated, and submits her foot to have her corn cut by the very man that she says violated her. Gentlemen, is such conduct consistent with human experience? Is not the mere statement proof of its absurdity?" He relied on the justification as an entire answer to the action. The evidence of Lady Wilde would prove that what was in the letter was her honest belief, and that it was written without any malicious intention, but simply to put an end to the annoyances caused to her and her family by the plaintiff's conduct. The note was written without any communication with Sir W. Wilde.

The evidence of Lady Wilde supported the statements in the defences.

Mr. Sidney, Q.C., having summed up the defendant's case,

Mr. Butt, M.P., Q.C., replied in a speech of remarkable eloquence, which concluded in the following words:—

"The greatest ornament of our profession has said that, after all, it is in courts of justice that the great principles of religion and morality may best be learned; and he is right, for he words of the moralist and the lessons of the preacher fall cold upon the ear. It is in the courts of justice where the guilty passions and the secret crimes of men are brought to light in all their fearful reality, and meet their just retribution; it is there the lessons of morality are best taught. Earnestly do I pray that such may be the lesson we all may learn here: that when we review the terrible scenes revealed in this case—the awful picture it discloses of human weakness and of human guilt—when we see into what depths of sin even men of the highest position and of the noblest genius may be dragged by uncontrolled passion—I pray God that we may learn from thence to know better the frailty of our own hearts, and that we may seek refuge, in the hour of temptation, in the holy and sublime truths of our common Christianity. With these observations I leave the case fearlessly in your hands. Remember, this is no case in which you ought to allow your feelings or your sympathies to interfere with the rights of either of the two human beings now on their trial before you. If my client is entitled to your verdict, I tell you on your souls you can do no more terrible wrong than drive that bleeding, broken-hearted woman, disgraced and dishonoured from this court, and it will be a crime for which most assuredly her cries will be heard in heaven. If you believe that she has fabricated this story, and perjured herself for the purpose of extorting money, no words can express her degradation, and God forbid I should ask you for your verdict; but oh, before you condemn her, remember that the man who asks you to say by your verdict that she committed perjury, has shrunk from coming before you to deny her story. If you believe her story, then her case is true; and I implore of you, by all that is sacred in domestic life—in the name of the noble profession to which Dr. Wilde belongs—as you value the purity of your own children—by the solemn oaths you have taken—in the sacred name of Justice, I ask you to give ample reparation from this man to the woman he has wronged and outraged."

After a careful charge from the Chief Justice, the jury retired, and, after more than an hour's deliberation, came into court, finding on the defences to the fourth count, that the defences of justification were not true in substance and in fact; damages, one farthing. They were discharged from finding on the other issues, which became immaterial.

COLONIAL TRIBUNALS & JURISPRUDENCE.

The following resolutions, adopted at a conference of delegates from the Provinces of Canada, Nova Scotia, and New Brunswick, and the colonies of Newfoundland and Prince Edward Island, held in the city of Quebec on the 10th of October, 1864, as the basis of a proposed Confederation of those provinces and colonies, though not strictly belonging to the department of Jurisprudence, are of far too interesting and important a nature to be passed on in silence by this Journal.

It will be seen that our North American fellow subjects are taking measures with a view to settle their legal and political organization on a satisfactory basis, and one which cannot fail, in the end, to have an important effect on all interests, legal and lay, connected with these important colonies.

The resolutions state,—“That the best interests and present and future prosperity of British North America will be

promoted by a Federal Union under the Crown of Great Britain, provided such Union can be effected on principles just to the several provinces.

“That the system of government best adapted to existing circumstances would be a general government charged with matters of common interest to the whole country, and local governments for each of the Canadas and other provinces charged with the control of local matters in their respective sections.

“That in framing a constitution for the general government, the Conference desire to follow the model of the British constitution, so far as our circumstances will permit.

“That the executive authority or government shall be vested in the Sovereign of the United Kingdom of Great Britain and Ireland, and be administered according to the well-understood principles of the British Constitution.

“That there shall be a general legislature for the Federated Provinces, composed of a Legislative Council and House of Commons.

“That for the purpose of forming the Legislative Council the Federated Provinces shall be considered as consisting of three divisions—1st, Upper Canada; 2nd, Lower Canada; 3rd, Nova Scotia, New Brunswick, and Prince Edward Island; with equal representation in the Legislative Council.

“That the members of the Legislative Council shall be appointed by the Crown under the Great Seal of the general government, and shall hold office during life; provided that absence from the Legislature for two consecutive sessions shall render such seat absolutely vacant.

“That the first selection of the members of the Legislative Council shall be made from the Legislative Councils of the various provinces, due regard being had to the claims of the members of the Legislative Council of the opposition in each province, so that all political parties may as nearly as possible be fairly represented.

“That the Speaker of the Legislative Council shall be appointed by the Crown from among the members of the Legislative Council, and hold office during pleasure, and he shall only be entitled to a casting vote on an equality of votes.

“That the basis of representation in the House of Commons shall be population, as determined by the official census every ten years; and that the number of members at first shall be 194, distributed as follows:—

Upper Canada.....	82	New Brunswick	15
Lower Canada.....	65	Newfoundland	8
Nova Scotia	19	Prince Edward Island	5

“That immediately after the completion of the census of 1871, and immediately after every decennial census thereafter, the representation from each section shall be readjusted on the basis of population.

“That for the purpose of such readjustments Lower Canada shall always be assigned sixty-five members, and each of the other sections shall at each such period of ten years have its representation adjusted in proportion thereto.

“That until provisions shall otherwise be made by the Federal Parliament, all the laws which at the date of the proclamation constituting the Union may be in force in the provinces respectively relating to the qualification and disqualification of any person to be elected or to sit or vote as a member of the Assembly in the said provinces respectively, and relating to the qualification or disqualification of voters, and otherwise affecting elections—shall respectively apply to elections of members to serve in the House of Commons for places situate in those provinces respectively.

“Every House of Commons shall continue for five years and no longer, subject, nevertheless, to be sooner prorogued or dissolved by the Governor.

“There shall be a Session of the Federal Parliament once at least in every year, so that a period of twelve calendar months shall not intervene between the last sitting of the Federal Parliament in one Session and the first sitting of the Federal Parliament in the next Session.

“The Federal Government shall have power to make laws for the peace, welfare, and good government of the Federated Provinces (saving the sovereignty of England), and especially laws respecting the following subjects:—

1. The public debt and property.
2. Trade and commerce.

- "3. Customs duties.
- "4. Excise duties.
- "5. Taxation.
- "6. The borrowing of money on the public credit.
- "7. Postal service.
- "8. Public works extending beyond the limits of any province.
- "9. Lines of steamships between the Federated Provinces and other countries.
- "10. Telegraphic communication.
- "11. All works specially declared by the Acts authorizing them to be for the general advantage.
- "12. The census.
- "13. Militia, military and naval service, and defence.
- "14. Beacons, buoys, and lighthouses.
- "15. Navigation and shipping.
- "16. Quarantine.
- "17. Sea fisheries.
- "18. Ferries between any province and a foreign country, or between any two provinces.
- "19. Currency and coinage.
- "20. Banking and issue.
- "21. Savings-bank.
- "22. Weights and measures.
- "23. Bills of exchange and promissory notes.
- "24. Interest.
- "25. Legal tender.
- "26. Bankruptcy and insolvency.
- "27. Patents.
- "28. Copyrights.
- "29. Indians and Indian land reserves.
- "30. Naturalization and aliens.
- "31. Marriage and divorce.
- "32. The criminal law.
- "33. For rendering uniform laws of property and civil rights, and procedure (except in Lower Canada).
- "34. The establishment of a general Court of Appeal.
- "35. Immigration.
- "36. Agriculture.
- "37. All matters not specially and exclusively reserved for the Local Governments and Legislatures.
- "38. All powers necessary or proper for performing the obligations of the province as part of the British empire to foreign countries, arising under treaties between Great Britain and such countries.
- "All courts, judges, and officers of the several provinces shall aid, assist, and obey the General Government.
- "The Federal Parliament may establish additional courts, and the government may thereupon appoint other judges and officers.
- "The General Government shall appoint and pay the judges of the Superior Courts in each province, and of the County Courts of Upper Canada, and Parliament shall fix their salaries.
- "Until the consolidation of the laws of Upper Canada, New Brunswick, Nova Scotia, Newfoundland, and Prince Edward Island, the Judges of these provinces appointed by the General Government shall be selected from their respective bars.
- "That the Judges of the Court of Admiralty now receiving salaries shall be paid by the General Government.
- "That the Judges of the Superior Courts shall hold their offices during good behaviour, and shall be removable only on the address of both Houses of Parliament.
- "That for each of the provinces there shall be a Lieutenant-Governor, appointed by the Governor-General in council, under the Great Seal of the Federated Provinces, during pleasure (such pleasure not to be exercised before the expiration of the first five years, except for cause), and paid by the General Legislature.
- "The local Government and Legislature of each province shall be constructed in such manner as the existing Legislature of such province shall provide in the Act consenting to the Union.
- "After the Union the local Legislatures shall have power to alter or amend their constitution from time to time.
- "The local Legislatures shall have power to make laws respecting the following subjects:—
- "Direct taxation and duties on the export of timber, and of coals and other minerals.
- "Borrowing money on the credit of the province.
- "The establishment of local offices.
- "Agriculture.

"Immigration.

"Education; saving the rights and privileges which the religious minority in both Canadas may possess as to their denominational schools at the time when the Union came into operation.

"The sale and management of public lands, excepting lands belonging to the General Government.

"Sea coast and inland fisheries.

"Penitentiaries, and prisons.

"Hospitals, asylums, charities, and eleemosynary institutions.

"Municipal institutions.

"Licences.

"Local works.

"The incorporation of private or local companies, except as above.

"Property and civil rights, except as above.

"The administration of justice, both civil and criminal, including the procedure in civil matters.

"And generally all matters of a private or local nature.

"The power of reprieve, &c., which belongs of right to the Crown, shall be administered by the Lieutenant-Governor of each province in Council, subject to any instructions he may from time to time receive from the General Government, and subject to any provisions that may be made in this behalf by Parliament.

"That in regard to all subjects over which jurisdiction belongs to both the General and local Governments, the laws of the Federal Parliament shall control and supersede those made by the local Legislature.

"Any bill of the General Legislature may be reserved in the usual manner for Her Majesty's assent, and any bill of the local Legislatures may, in like manner, be reserved for the consideration of the Governor-General.

"Any bill passed by the General Legislature shall be subject to disallowance by Her Majesty within two years, as in the case of bills passed by the said provinces hitherto, and in like manner any bill passed by a local Legislature shall be subject to disallowance by the Governor-General within one year after the passing thereof.

"That the seat of Government of the Federated Provinces shall be Ottawa, subject to the Royal Prerogative.

"The Confederation shall assume all the debts and liabilities of each province, subject to certain provisions for equalizing the debt in each province.

"In consideration of the transfer to the General Legislature of the powers of taxation, a grant in aid of each province shall be made, equal to an amount of 80c. per head of the population as established by the Census of 1861. Such aid to be in full settlement of all future demands upon the General Legislature for local purposes, and to be payable half-yearly in advance to each province.

"All engagements that may be entered into with the Imperial Government for the defence of the country shall be assumed by the Confederation.

"The sanction of the Imperial and local Parliaments shall be sought for the union of the provinces on the principles adopted by the Conference."

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

In addition to the numerous and brilliant bar already engaged, M. Bodet, president of the Order of Advocates at the Court of Cassation, has been retained for the "Thirteen," in their appeal from the late condemnation.

LIEN ON PROPERTY DEPOSITED.

The Imperial Court has just given judgment on an appeal from a decision of the Civil Tribunal of the Seine, under the following circumstances:—In July, 1863, Mr. Seymour, dentist, at Paris, who, owing to his having connexions in the Brazils, deals in diamonds and pearls, entrusted to a M. Bauer, a broker for the sale of precious stones, a necklace composed of eighty-eight pearls. When he subsequently claimed the return of the necklace, M. Bauer replied that, having offered it to M. Kauffmann, a diamond-merchant, the latter had detained it to cover a personal debt. M. Kauffmann, however, asserted that he had purchased the necklace of M. Bauer for 10,621 fr. Proceedings were then taken by Mr. Seymour before the Civil Tribunal to recover the

necklace, and a judgment was given condemning MM. Kauffmann and Bauer conjointly to restore the necklace or pay 14,000fr. instead. On the appeal against this judgment, a dispute arose as to the identity of the necklace. M. Kauffmann produced one in court, but Mr. Seymour maintained that the pearls composing it were not those he had confided to M. Bauer. Under those circumstances, the Court confirmed the decision of the Tribunal purely and simply, and ordered that it should be enforced within a fortnight from the date of the present judgment.

AMERICA.

COURT OF COMMON PLEAS, NEW YORK.—(Before Judge DALY, without a Jury.)

Dec. 1.—*Guterman v. Davis*.—*Value of a Pound Sterling*.—This was an action on a bill of exchange, dated at London, and accepted by the defendant, a resident of New York, and payable in pounds sterling. The plaintiff claimed to recover the value of the pound, at the time of the maturity of the draft, in legal tender notes; and as exchange was at that time 45 above par, reckoned in such notes, that the pound was of the value of 6dols. 44c., as stated in Yatman's tables. The defendant claimed that the value of the pound is fixed by statute and by usage at 4dols. 44c., and that the plaintiff was not entitled to recover any larger sum. The Court decided in favour of the plaintiff upon the point, and ordered judgment accordingly.

Griswold and Dickinson for plaintiff; *Torrance, Spaulding, and Richardson*, for defendant.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, on Tuesday, the 20th inst., Mr. Addison in the chair, the question discussed was—"Should a prisoner on a criminal trial be at liberty to offer himself as a witness?"

Mr. C. H. Anderson opened the debate in the affirmative; and upon a division, the question was decided in the affirmative by a narrow majority.

The society then adjourned for the Christmas vacation.

EXAMINATIONS OF ARTICLED CLERKS.

FINAL EXAMINATION.

The examiners have appointed Tuesday, the 17th, and Wednesday, the 18th January, 1865, for the examination of persons applying to be admitted attorneys. Examination to commence at ten o'clock in the forenoon of each day, at the hall of the Incorporated Law Society, Chancery-lane, and close at four o'clock; candidates to attend at half-past nine o'clock.

Articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the secretary on or before Tuesday, the 10th January. In the case of articles executed after the 1st January, 1861, the certificate of having passed the intermediate examination should be left at the same time; and articles and testimonials of service already deposited should be re-entered, the fee* paid, and the answers completed on or before the 10th January.

Candidates who apply to be examined under the 4th section of the Attorneys' Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 10th January.†

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left on or before the 10th January, and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them, as to the time served with each respectively. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the examiners.

* 15s.

† Candidates who have already proved to the satisfaction of the examiners the ten years' antecedent service, are not required to leave replies to the further questions again.

On the first day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary; 2. Common and statute law, and practice of the courts; 3. Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Preliminary; 5. Equity, and practice of the courts; 6. Bankruptcy, and practice of the courts; 7. Criminal law, and proceedings before justices of the peace.

Each candidate is required to answer all the preliminary questions (Nos. 1 and 4); and also to answer in three of the other heads of inquiry—viz., common law, conveyancing, and equity. The examiners will continue the practice of proposing questions in bankruptcy and in criminal law and proceedings before justices of the peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

INTERMEDIATE EXAMINATION.

The examiners have appointed Thursday, the 19th January, 1865, for the intermediate examination of persons under articles of clerkship to attorneys. Candidates for examination are to attend on that day at half-past nine in the forenoon, at the hall of the Incorporated Law Society, Chancery-lane. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the secretary on or before Tuesday, the 3rd January; and articles and testimonials of service already deposited should be re-entered, the fee* paid, and the answers completed, on or before the 3rd January. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the examiners.

On the day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, selected from the works specified by the examiners; and a paper of questions on book-keeping.

Candidates who apply to be examined under the 4th section of the Attorneys' Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 3rd January.†

COURT PAPERS.

COURT OF CHANCERY.

SITTINGS, HILARY TERM, 1865.

LORD CHANCELLOR.			
Lincoln's Inn.			
Wednes. Jan. 11	{ Apl. mtns., &apps. in Bkey.	Saturday ...14	{ Petns., sht. caus., adj. sums, and general paper.
Thursday ...12.	{ Petns. & appeals.	Monday ...16	{ General paper.
Friday ...13.	{ Appeals.	Tuesday ...17	{ General paper.
Saturday ...14	{ Apps. in bkey. & apps.	Wednesday ...18	{ General paper.
Monday ...16	{ Appeals.	Thursday ...19.	{ Mtns. & gen. pa.
Tuesday ...17	{ Appeals.	Friday ...20.	{ General paper.
Wefn. ...18	{ Apps. in bkey. & apps.	Saturday ...21	{ Petns., sht. caus., adj. sums, and general paper.
Thursday ...19.	{ App. mtns. & apps.	Monday ...23	{ General paper.
Friday ...20.	{ Appeals.	Tuesday ...24	{ General paper.
Saturday ...21	{ Apps. in bkey. & apps.	Wednesday ...25	{ Mtns. & gen. pa.
Monday ...23	{ Appeals.	Thursday ...26.	{ General paper.
Tuesday ...24	{ Appeals.	Friday ...27.	{ Petns., sht. caus., adj. sums, and general paper.
Wednesday 25	{ Apps. in bkey. & apps.	Saturday ...28	{ General paper.
Thursday ...26.	{ App. mtns. & apps.	Monday ...30.	{ General paper.
Friday ...27.	{ Appeals.	Tuesday ...31.	{ Mtns. & gen. papr.
Saturday ...28	{ Apps. in bkey. & apps.	N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.	
Monday ...30.	{ Petns. & appeals.		
Tuesday ...31.	{ App. mtns. & apps.		
MASTER OF THE ROLLS.			
Chancery-lane.			
Wednes. Jan. 11	{ Mtns. & gen. pa.		
Thursday ...12	{ General paper.		
Friday ...13	{ General paper.		

* 5s.

† Candidates who have already proved to the satisfaction of the examiners the ten years' antecedent service, are not required to leave replies to the further questions again.

LORDS JUSTICES.

Lincoln's Inn.
 Wednes. Jan. 11. App. mtns. & apps.
 Thursday ..12.. Appeals.
 Friday13 { Petns. in lunacy,
 & app. ptns., and
 & apps.
 Saturday14 { Appeals.
 Monday15 {
 Tuesday17 {
 Wednesday ..18 {
 Thursday19 { App. mtns. & apps.
 & petns. in lunacy,
 Friday20 { app. ptns., and
 & apps.
 Saturday21 { Appeals.
 Monday23 { Apps from the Co.
 & app. Palat. of Lancstr.
 Tuesday24 { & apps.
 Wednesday ..25.. Appeals.
 Thursday26.. App. mtns. & apps.
 & petns. in lunacy,
 Friday27 { app. ptns., and
 & apps.
 Saturday28 { Appeals.
 Monday30 {
 Tuesday31 { App. mtns. & apps.
 Notice.—The days (if any) on
 which the Lords Justices shall be
 engaged in the Full Court, or at the
 Judicial Committee of the
 Privy Council, are excepted.

V. C. SIR R. T. KINDERSLEY.

Lincoln's Inn.
 Wednes. Jan. 11 { Mtns. adj. sums.,
 & gen. pa.
 Thursday12.. General paper.
 Friday13 { Petns. adj. sums.,
 & general paper.
 Saturday14 { Sht. causes, adj.
 sums., & gen. pa.
 Monday16 {
 Tuesday17 { General paper.
 Wednesday ..18 {
 Thursday19 { Mtns. adj. sums.,
 & gen. pa.
 Friday20 { Petns. adj. sums.,
 & general paper.
 Saturday21 { Sht. causes, adj.
 sums., & gen. pa.
 Monday23 {
 Tuesday24 { General paper.
 Wednesday ..25 {
 Thursday26 { Mtns. adj. sums.,
 & gen. pa.
 Friday27 { Ptns. adj. sums.,
 & general paper.
 Saturday28 { Sht. causes, adj.
 sums., & gen. pa.
 Monday30 { General paper.
 Tuesday31 { Mtns. adj. sums.,
 & general paper.
 N.B.—Any causes intended to be
 heard as short causes must be so

marked at least one clear day
 before the same can be put in the
 paper to be so heard.

V. C. SIR JOHN STUART.

Lincoln's Inn.
 Wednes. Jan. 11. Mtns. and causes.
 Thursday12.. Causes.
 Friday13.. Petitions & causes.
 Saturday14.. Sht. causes & caus.
 Monday16 {
 Tuesday17 { Causes.
 Wednesday ..18 {
 Thursday19.. Mtns. and causes.
 Friday20.. Petitions & causes.
 Saturday21.. Sht. causes & caus.
 Monday23 {
 Tuesday24 { Causes.
 Wednesday ..25 {
 Thursday26.. Mtns. & causes.
 Friday27.. Petitions & causes.
 Saturday28.. Sht. causes & caus.
 Monday30.. Causes.
 Tuesday31.. Mtns. and causes.
 N.B.—Any causes intended to be
 heard as short causes must be so
 marked at least one clear day
 before the same can be put in the
 paper to be so heard.

No cause, motion for decree, or
 further consideration, except by
 order of the Court, may be
 marked to stand over, if it shall
 be within 12 of the last cause or
 matter in the printed paper of the
 day for hearing.

V. C. SIR W. P. WOOD.

Lincoln's Inn.
 Wednes. Jan. 11. Mtns. & gen. pa.
 Thursday12 { General paper.
 Friday13 {
 Saturday14 { Petns. sht. caus.,
 & general paper.
 Monday16 {
 Tuesday17 { General paper.
 Wednesday ..18 {
 Thursday19.. Mtns. & gen. pa.
 Friday20 { General paper.
 Saturday21 { Petns. sht. caus.,
 & general paper.
 Monday23 {
 Tuesday24 { General paper.
 Wednesday ..25 {
 Thursday26.. Mtns. & gen. pa.
 Friday27 { General paper.
 Saturday28 { Petns. sht. caus.,
 & general paper.
 Monday30 { General paper.
 Tuesday31.. Mtns. & gen. pa.
 N.B.—Any causes intended to be
 heard as short causes must be so
 marked at least one clear day
 before the same can be put in the
 paper to be so heard.

ORDER IN CHANCERY.

Whereas by the tenth of the General Orders of this Court
 of the 8th day of May, 1845, it is provided that the Lord
 Chancellor may, from time to time, by special order, direct
 the offices to be closed on days other than those mentioned
 in the 5th of the same orders. I do order, that the several
 offices of this court be closed on Monday, the 26th day of
 December inst., and that this order be entered with the
 Registrar, and set up in the several offices of this court.

(Signed) WESTBURY, C.

CHANCERY VACATION NOTICE.

During the vacation, until further notice, all applications
 which are necessary to be made at the Judges' Chambers
 are to be made at the chambers of the Vice-Chancellor Sir
 R. T. Kindersley. Any application which it may be found
 necessary to make during the Christmas vacation, for
 special injunctions or writs of *ne exeat regno*, must be
 made on production of copy of the bill, certificates of bill
 filed, and office copies of the affidavit in support, and at
 his Honour's chambers information will be given of the
 time and place at which the application may be made.

The chambers of the Vice-Chancellor Kindersley will be
 open from 11 to 1 on each of the following days—viz.,
 December 27th, 28th, 29th, and 30th; January 3rd, 4th,
 5th, and 6th.

COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the
 Right Hon. Sir WILLIAM ERLE, Knt., Lord Chief Justice of

her Majesty's Court of Common Pleas, at Westminster, in
 and after Hilary Term, 1865.

IN TERM.

Middlesex.

Thursday Jan. 12 | Monday , 23
 Monday , 16 |

The Court will not sit in London during Term.

AFTER TERM.

Middlesex.

London.

Wednesday Feb. 1 | Monday Feb. 13
 The Court will sit during and after Term at 10 o'clock.

The causes in the list for each of the above sitting days in
 Term, if not disposed of on those days, will be tried by ad-
 journment on the days following each of such sitting days.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the
 Right Hon. Sir FREDERICK POLLOCK, Knt., Lord Chief
 Baron of her Majesty's Court of Exchequer, in and after
 Hilary Term, 1865.

IN TERM.

Middlesex.

1st sitting, Thursday, Jan. 12 | 3rd sitting, Monday... Jan. 23
 2nd ,, Monday... , 16 | 4th ,, Monday... , 30

The Court will not sit in London during Term.

AFTER TERM.

Middlesex.

London.

Wednesday Feb. 1 | Monday Feb. 13
 The Court will sit during and after Term at 10 o'clock.

The Court will sit in Middlesex, in Term, by adjournment
 from day to day, until the causes entered for the respective
 Middlesex sittings are disposed of.

CURIOSITIES OF THE REPORTS.—Among many mere profes-
 sional cases and learning of the ancient jurisprudence—feoff-
 ments, fee-tails, and formedons—some of them given in a lan-
 guage almost unintelligible as the language of France—a French
 of English law alone—Sir Francis Moore presents to us one
 little record of ancient English sentiment; a happy illustra-
 tion of the way in which a British beauty imitates Italian
 soul and fire, and shines a heroine in "All for Love—The
 World Well Lost." The case was thus:—A gentleman and
 lady, whose names Sir Francis Moore decorously suppresses,
 "had lived for a long time incontinent together." The
 gentleman, at last, ran through his fortune. He tells his
 mistress that he is weary of his life, and wished to kill him-
 self, "*dit 'al feme*," says Moore, "*que il fuit weary de son
 vie et qu'il voulait luy mesme occider*." The reporter presents
 no incidents of the scene. Sir Francis was an Englishman;
 hard headed of course, not necessarily tender hearted. The
 dramatic incidents impress him not.

Whether the fair one sinner it or saint it,
 If folly grow romantic, I must paint it—

this, of course, was no good rule of his. How the erring
 beauty raved and fainted; how enthusiasm may have reigned
 supreme; how "Magdalen's loose hair and lifted eye" secured
 perhaps a road to heaven—none of this, provokingly, occu-
 pies our reporter's pen. Material facts alone concern the
 "issue." These the sergeant gives. "*La feme dit que donc
 elle voulait auxi moryer avec luy*." "The lady says that in
 that case she wished to die with him." Poison is the relief
 resolved upon. The mistress buys it at her lover's order.
 She mixes it for both, and both together drink it. The man
 expires. The lady feels as if she would as lief—not follow
 him. This "*auxi moryer avec luy*," is not so pretty as it
 seemed to be. She resolves that she will return. She rushes
 to her castors and swallows salad oil. Nausea does the rest!
 She lives! But the history has not ended. "*At sessions at
 Newgate*," says the reporter Moore, "*post Natalem Domini
 1604, 2 Jac*," the lady was tried for murder. The crown
 thought, it seems, that trying for her life a ruined beauty
 would procure for her a pleasant mode of spending Christmas
 holidays. The question was her guilt or innocence. How
 the matter was resolved, or whether it was finally resolved
 at all, Sir Francis tells us not. He gives us the romance.
 The resolution each reader must give himself. The recorder,
 Montague, preferred a special verdict. Here is the report in
 Moore's own words:—"*At sessions at Newgate post natalem
 Domini 1604, 2 Jac*.—Le case fuit que en home et se feme

ayant long temps vive incontinent ensemble, le home ayant consume son substance et cressant en necessity, dit al feme que il fuit weary de son vie; et que il voiloit luy mesme occider: a que la feme dit que donques elle voiloit aussi moyer ove luy: per que le home praya la feme que elle voiloit vaer et acheter *Rates Bane*; et ils voiloit ceo biber ensemble; le quel el fist; et el ceo mist en le drink, et ils bibent ceo. Mes la feme apres prist sallet oyle; per que el vomit et fuit recov: mes le home morust. Et le question fuit si ceo fuit murther en la femme. Mountague Recorder cause l'especial matter d'etre trouve. Quere le resolution."—*Legal Intelligencer*.

DIVIDENDS IN BANKRUPTCY.—From a return for the year ended 11th October, 1863, furnished by Mr. Commissioner Holroyd, it appears that in the London District Court, during the year, there were 2,949 adjudications in bankruptcy, of which 246 were on the petition of a creditor, 2,012 on the petition of a debtor, 196 by registrars at the prisons, 490 in *forma pauperis*, and 5 on judgment summons—making the above total of 2,949. Of these there were 1,266 cases where the debts did not exceed £300, while in the remaining 1,683 the debts exceeded that sum. The assets realised by creditors assignees amounted to £124,085 3s. 3d., and by official assignees to £61,100 11s., and there were 2,786 cases in which no dividend was declared. Can no remedy be found for this state of affairs?

THE PATENT LAW COMMISSION.—Much surprise has been expressed that the Patent Law Commission has not yet presented its report, although it has been sitting nearly, if not quite, two years. The simple truth is that the report is not presented because the members of the commission cannot come to an agreement upon some of the principal points referred to them. The establishment of an independent court, for the trial of patent causes, is understood to be one of the points upon which grave differences exist in the commission, and until this is settled, or set aside, the report need not be expected. A unanimous report, we hear, is almost, if not altogether, out of the question.

ECCLESIASTICAL COURT OF APPEAL.—Dr. Pusey and other influential churchmen are forming themselves into an association to induce Parliament to alter the constitution of the final Court of Appeal in ecclesiastical matters. Archdeacon Allen, who has been asked to join it, declines, and gives reasons thus:—“(1) I strongly feel that—(1) If the appeal rests with divines, we are in danger of perpetual change in our standards of doctrine. (2) The appeal resting with lawyers, aided by divines, we are helped to a passionless interpretation of language. (3) Our present lesson is Isaiah xxx., 15, ‘In quietness and confidence shall be your strength.’”

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL HOTEL.

Dec. 15.—By Messrs. DEBENHAM & TEWSON.

Leasehold, 11 residences, being Nos. 25, 26, 31, and 32, Upper Stamford-street, and 7, 9, 30, 32, 33, 34, and 35, Princes-street, Blackfriars; terms varying from 19 to 22½ years unexpired—Sold for £2,629.

Freehold house and shop, being No. 6, Union-street, City—Sold for £260.

Freehold, 3 residences, being Nos. 1, 2, and 3, Ebor-terrace, Albion-road, Stoke Newington, producing £127 per annum—Sold for £1,800.

Freehold, 3 residences, being Nos. 5, 6, and 7, Ebor terrace, aforesaid, producing £127 per annum—Sold for £1,800.

AT GARRAWAY'S.

Dec. 15.—By Messrs. TOPLEY & HARDING.

Leasehold residence, being No. 40, Finchley-road, St. John's-wood, producing £110 per annum; term, 55 years unexpired; ground-rent, £16 per annum—Sold for £1,670.

Leasehold house with shop, being No. 2, Little Queen-street, Holborn, producing £65 per annum; term, 31½ years unexpired; ground-rent, £19 5s. 3d. per annum—Sold for £300.

Fee-farm rent of £3 9s. 4d. per annum, charged on the house being No. 140, Aldersgate-street, City—Sold for £70.

Policy of Assurance for £2,000, effected in the Rock Life Assurance Company, on the life of a gentleman in the 65th year of his age—Sold for £1,110.

Policy of Assurance for £1,000, in the same office and on the same life—Sold for £570.

By Mr. JOHN HENSHAW.

Freehold residence, being No. 1, Victoria-road, Clapham-common—Sold for £1,930.

By Mr. T. S. SMITH.

Leasehold house and shop, being No. 15, Little Tower-street, City; term, 16 years from 1853; ground-rent £80 per annum—Sold for £755.

Dec. 16.—By Mr. MURRELL.

Leasehold business premises, being No. 68, Upper Thames-street, City, and a house adjoining; term, 21 years from 1862; ground-rent, £400 per annum—Sold for £3,000.

Leasehold, 2 houses, being Nos. 40 and 41, Georgiana-street, Camden-town, producing £72 per annum; term, 93 years from 1846; ground-rent, £8 per annum—Sold for £780.

By Messrs. RUSHWORTH, JARVIS, & ABBOTT.

Leasehold house, being No. 79, Arthur-street, King's-road, Chelsea, and a house in the rear, being No. 3, Britten-street North; term, 43½ years unexpired; ground-rent, £20 per annum—Sold for £155.

By Messrs. VENTON, CLARKE, & BULL.

Leasehold premises, being No. 38, Bridge-street, Blackfriars; term, 93½ years from 1857; ground-rent, £200 per annum—Sold for £2,500.

By Messrs. WEATHERALL & GREEN.

Leasehold residence, known as Sidmouth Cottage, situate at Shawfield-street, King's-road, Chelsea; term, 58 years from 1843; ground-rent, £6 per annum—Sold for £310.

Leasehold residence, known as Devon Cottage, situate as above; term similar; ground-rent, £2 per annum—Sold for £370.

Dec. 19.—By Messrs. ELLIS & SON.

Leasehold premises, being No. 28, Martin's-lane, Cannon-st. City, producing £329 per annum; term, 21 years from 1853—Sold for £1,220.

Dec. 20.—By Mr. NEWSON.

Leasehold residence, being No. 4, Mildmay-Park; term, 87 years; ground rent, £5 per annum—Sold for £565.

Leasehold house, being No. 15, Lucan-pl, Hoxton; term, 72 years; ground-rent, £6 6s. per annum—Sold for £350.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

WILLIAMS—On Dec. 15, at St. Asaph, the wife of R. V. Williams, Esq., of a daughter.

MARRIAGES.

EVANS—MILLER—On Dec. 17, at St. Matthew's Church, Kensington gardens, Mathew Pennafather Evans, Esq., to Constance Alice daughter of Mr. Serjeant Miller.

MARTIN—PETER—On Dec. 13, at the British Embassy, Paris, Alfred Martin, Esq., of Elgin House, Bagin-road, Dublin, Principal of the Income-tax Department in Ireland, to Lucy, widow of the late Richard Peter, Esq., Dublin.

WINSTANLEY—KILLICK—On Dec. 14, at the Parish Church, Edenbridge, Kent, James Winstanley, Newcastle, Solicitor, to Annie, second daughter of the late R. Killick, Esq., Edenbridge.

DEATHS.

BROWNE—On Dec. 13, at Fair View, Richmond, County Dublin, John Browne, Esq., Barrister-at Law, formerly a Commissioner of Bankruptcy in England, aged 69.

BURKE—On Dec. 12, at Dublin, Joseph Burke, Esq., J.P., of Elm Hall, County Tipperary, Barrister-at-Law.

MAKTINDALE—On Dec. 21, S. M. Martindale, Esq., of Lincoln's-inn, Barrister-at-Law.

SMITH—On Dec. 15, at Camden-square, N.W., George Henry Smith, of York, Solicitor, aged 31.

SUGRUE—On Dec. 11, at Monkstern, Cork, Francis Sugrue, Esq., Solicitor.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

LIMITED IN CHANCERY.

TUESDAY, Dec. 20, 1864.

Cotton Spinning and Manufacturing Company (Limited).—Petition for winding-up, presented Dec. 14, is directed to be heard before the Master of the Rolls on Jan. 14. Messrs. Radcliff, Solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, Dec. 16, 1864.

Benevolent Friendly Society, Punch Bowl Inn, Sephton, Lancaster.

Dec. 13.

Loyal North Lodge of Odd Fellows, Chipping Warden, Northampton.

Dec. 13.

TUESDAY, Dec. 20, 1864.

Good Intent, Old Crown Inn, Market-pl, Kingston-upon-Thames.

Surrey. Dec. 16.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 16, 1864.

Bennett, Benj. James-st. Manch, House Decorator. Jan. 11. Martin

v Bennett, V.C. Kindersley.

Fuller, John, South Hackney. Jan. 7. Torr v Gurney, M.R.

Glover, Geo, South Repps, Norfolk, Clerk. Jan. 16. Glover v Hart-

cup, M.R.

Justice, Rev John, Ightfield Rectory, Salop, Clerk. Dec. 22. Walker

v Justice, V.C. Stuart.

Nurse, Richd, South Lynn, All Saints, King's Lynn, Norfolk, Block

Maker. Jan. 11. Guerolt v Shipp, V.C. Kindersley.

Oddie, John, Willcross Brow, Gisburne, York, Farmer. Jan. 7.

Williamson v Livesey, M.R.

Overton, Hy, Kennington Oval, Surrey, Gent. Jan. 12. Cottrell v

Overton, M.R.

TUESDAY, Dec. 20, 1864.

Bland, Sophia, Colchester, Essex, Spinster. Jan. 23. Bland v Daniell,

V.C. Stuart.

Dewanap, Thos, Grove Hall, Stockwell, Surrey, Esq. Jan. 26. Hoole

v Ambler, and Ambler v Hoole, M.R.

Dewsnap, Thos, Grove Hall, Stockwell, Surrey, Esq. March 1. Hoole v Ambler, and Ambler v Hoole, M.R.
Hodge, Richard, Regent-st, Draper. Jan 23. Hodge v Cross, M.R.
Lewis, John, Bridge Cottage, Bangor, Flint, Gent. Jan 11. Pritchard v Roberts, M.R.
Pearson, Isabella, Newcastle-upon-Tyne, Widow. Jan 14. Capper v Hall, V.C. Kindersley.
Wesson, Thos, Blenheim-crescent, Sussex-rd, Notting-hill. Jan 11. Tildesley v Tildesley, V.C. Wood.

Assignments for Benefit of Creditors.

FRIDAY, Dec. 16, 1864.

Salomons, Aaron, Old-change, Warehouseman. Nov 29. Reed & Phelps, Gresham-st.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 16, 1864.

Baker, Thos, Leamington Spa, Warwick, Artist. Jan 29. Russell, Leamington Spa.
Brown, Geo, Woodstock-st, Oxford-st, Cow Keeper, Feb 1. Mayhew, Gt Marlborough-st.
Buckle, Wm Hy, New Bond-st, Chemist. Feb 17. Hyde, Ely-pl.
Butcher, Jas. Jan 27. Capron, Guildford.
Fitzsimons, Saml Sandwith, Beckermont, Cumberland, Yeoman. Jan 31. Lamb & Howson, Whitehaven.
Gordon, Robt, Hill-st, Berkeley-sq, Esq. Feb 5. Freshfields & Newman, Bank-bldgs.
James, Louisa, Carlton-ter, Harrow-rd, Widow. Feb 16. Farrow, Godliman-st, Doctors'-commons.
Morrison, David Brooke, East Lodge, Belmont, Brighton, Esq. March 1. Booty & Butt, Raymond-bldg, Gray's-inn.
Smith, Fredk Harris, Savage-gardens, Wine Merchant. Feb 25. Walters & Gush, Basinghall-st.
Smith, Isaac, Mill-st, Liverpool, Grocer. Feb 12. Williams, Liverpool.
Sykes, Sir Tatton, Sledmere, York, Baronet. May 1. Bell & Co, Lincoln's-inn-fields.
Tarsey, Thos, Holly Port, Maidenhead, Berks, Esq. Jan 6. Russell & Davies, Coleman-st.
Watson, Mary, Newcastle-upon-Tyne, Spinster. Jan 31. Dees, Newcastle-upon-Tyne.

TUESDAY, Dec. 20, 1864.

Dyson, Gibson, Rose Cottage, Wood-lane, Timperley, Chester, out of business. Feb 20. Crowther, Manch.
Everitt, Thos, Hamerton, Huntingdon, Farmer. Feb 17. Hunnybun, Huntingdon.
Townsend, Thos, Hillmorton Hall, Hillmorton, Warwick, Esq. Jan 31. Harris, Rugby.
Hartley, John, Palmerston-st, Manch, Boiler Maker. Jan 17. Farrar, Manch.
Hutchinson, Ann Sarah, Herne Bay, Kent, Widow. Feb 1. Marson & Co, Southwark.
Milner, Joseph, Appleby, Westmoreland, Clerk. March 25. Heelis, Appleby.
Overton, Hy, Croydon, Surrey, Brewer. Feb 10. Weall, Bell-yd, Doctors' commons.
Prattenton, Wm, Charland, Hartlebury, Worcester, Esq. March 20. Pidcock & Son, Worcester.
Rammell, Thos, Sturry-et, Canterbury, Kent, Gent. Jan 31. Lake & Co, New-sq, Lincoln's-inn.
Ransden, Eliz, Clapetown, Leeds, Widow. Jan 12. Cranswick, Leeds.
Severne, Hester, Claines, Worcester, Widow. March 20. Pidcock & Son, Worcester.
Wood, Geo, Falsgrave, Scarborough, York, Gent. Jan 27. Robinson, Beverley.
Wormald, Hy, Trinity-st, Lpool-rd, Islington, Gent. March 25. Warner, Northumberland-st, Strand.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 16, 1864.

Barnes, Wm, Haslingden, Lancaster, Greengrocer. Dec 5. Comp. Reg Dec 15.
Bennett, Wm, Wigan, Lancaster, Provision-shop Keeper. Dec 8. Comp. Reg Dec 16.
Boys, Wm, Titchfield, Southampton, Carpenter. Dec 9. Comp. Reg Dec 16.
Brayshaw, Joseph, & Thos Brayshaw, Leeds, Cloth Manufacturers. Dec 14. Comp. Reg Dec 16.
Brownlow, Sarah, Bolton, Lancaster, Widow, Innkeeper. Nov 17. Comp. Reg Dec 15.
Bullen, Henry, & Joseph Keed Bullen, Northampton, Hatters. Nov 18. Comp. Reg Dec 15.
Charlesworth, Rowland, Derby, Joiner. Nov 26. Comp. Reg Dec 12.
Dawson, Thos, Alex Graham, & Chas John Pugh, Brabant-et, Colonial Produce Agents. Nov 19. Comp. Reg Dec 15.
De Yong, Simon, Old Castle-st, Whitechapel, Clothier. Dec 7. Comp. Reg Dec 16.
Driver, John, Old Accrington, Lancaster, Cotton Manufacturer. Nov 18. Comp. Reg Dec 16.
Egan, Wm, Harrison-st, Gray's-inn-rd, Coffee-house Keeper. Dec 8. Comp. Reg Dec 13.
Estill, Edw, Lpool, Merchant. Nov 16. Asst. Reg Dec 14.
Fleming, Wm, Halifax, York, Currier. Nov 18. Comp. Reg Dec 15.
Fuller, Chas Percy, Gt Russell-st, Bloomsbury, Gent. Dec 13. Comp. Reg Dec 16.
Griffiths, Wm, Llanelly, Carmarthen, Grocer. Nov 15. Comp. Reg Dec 13.
Grimshaw, David, Bedford, Lancaster, Grocer. Dec 8. Comp. Reg Dec 16.
Hailey, Elijah, Witney, Oxford, Tea Dealer. Nov 18. Comp. Reg Dec 16.
Hannah, Alex, Ruddersfield, York, Book Keeper. Nov 19. Comp. Reg Dec 16.

Harvey, Burton Blyth, Barnham Broom, Norfolk, Miller. Nov 19. Comp. Reg Dec 16.
Hedger, Richd, Basinghall-st, Clerk. Nov 22. Comp. Reg Dec 15.
Hetherington, Matthew, Haydon, Northumberland, Farmer. Nov 28. Comp. Reg Dec 13.
Hirst, Bannister, Burnley, Lancaster, Cotton Manufacturer. Nov 22. Comp. Reg Dec 16.
Hodgson, Chas Hy, Savage-gardens, Tower-hill, Merchant. Dec 12. Licence. Reg Dec 16.
Holloway, Wm, Smethwick, Stafford. Nov 21. Asst. Reg Dec 13.
Howell, Stephen, Herbert-st, Hoxton, Wholesale Milliner. Dec 23. Comp. Reg Dec 14.
Lambert, Geo, Dudley-pl, Clapham-rd, Upholsterer. Nov 18. Comp. Reg Dec 15.
Large, John, Norwich, Tallow Chandler. Nov 28. Comp. Reg Dec 14.
Levy, Lewis, & Saml Levy, Mitre-st, Aldgate, Cigar Manufacturers. Dec 7. Comp. Reg Dec 14.
Lourie, Julius, Fenchurch-st, Merchant. Dec 2. Inspectorship. Reg Dec 15.
McCall, John, Houndsditch, Preserved Provision Manufacturer. Dec 8. Comp. Reg Dec 14.
Mankiewicz, Jas, Hy Sweete Archer, & Saml Parr, Mincing-lane, Merchants. Nov 25. Inspectorship. Reg Dec 14.
Mansbridge, Thos, Wood-st, Cheap-side, Warehouseman. Nov 24. Comp. Reg Dec 14.
Mason, Saml, & Ben Davis Hodges, Basinghall-st, Agents. Nov 18. Comp. Reg Dec 14.
Marks, John, Brighton, Cabinet Maker. Nov 30. Comp. Reg Dec 15.
Maturin, Fredk Chas, Carey-st, Clerk to a Contractor. Dec 3. Comp. Reg Dec 13.
Morgan, Edw, Westbromwich, Stafford, Saddler. Nov 24. Asst. Reg Dec 13.
Morris, Jas, Brighton, Sussex, Dealer in Fried Fish. Dec 3. Comp. Reg Dec 13.
Ogden, Thos, Bradford, York, Woollen Draper. Nov 25. Comp. Reg Dec 14.
Ombler, Wm Turner, Black Horse-yard, Gray's-inn-rd, Carpenter. Dec 14. Comp. Reg Dec 16.
Owen, Arthur Smith, Newman's-et, Cornhill, Ship and Insurance Broker. Dec 12. Comp. Reg Dec 15.
Packer, Daniel Jas, Bath, Baker. Nov 26. Comp. Reg Dec 14.
Perry, Fras, & Alfred Wanger, Gracechurch-st, Jute and Hemp Brokers. Dec 15. Comp. Reg Dec 16.
Potter, Wm, Lpool, Ironmonger. Nov 18. Asst. Reg Dec 15.
Priestly, Thos, & Saml Mellor, Halifax, York, Cotton Waste Dealers. Nov 19. Comp. Reg Dec 14.
Shaw, Saml, Ilkeston, Derby, Boot and Shoe Maker. Nov 24. Comp. Reg Dec 13.
Smith, Chas, Birm, Manufacturer. Nov 16. Comp. Reg Dec 12.
Spargo, Thos, Gresham House, Old Broad-st, Mining Agent. Dec 14. Comp. Reg Dec 16.
Stevens, Saml, & Wm Thornton Reddell, Bread-st, Warehousemen. Nov 17. Comp. Reg Dec 15.
Stokes, Geo, & Thos Oliver Stokes, Charterhouse-lane, Cheese Factors. Nov 22. Asst. Reg Dec 16.
Tabor, Joseph Hy, Combe Down, Somerset, Innkeeper. Nov 18. Asst. Reg Dec 14.
Tourtou, Claudius Marie, Hanley, Stafford, Wine and Spirit Merchant. Nov 18. Comp. Reg Dec 16.
Travis, Saml, Weston-super-Mare, Somerset, Butcher. Nov 19. Comp. Reg Dec 15.
Wainwright, Benj, Manch, Boot and Shoe Maker. Dec 13. Comp. Reg Dec 16.
Ward, Albert Thos, Castle Bromwich, Warwick, Farmer. Nov 30. Comp. Reg Dec 16.
Wheeler, George, St Paul's-rd, Canonbury, Gent. Nov 24. Comp. Reg Dec 15.
Wickenden, Wm, Portsmouth, Shipowner. Nov 23. Comp. Reg Dec 15.
Wild, Alex, Shade, nr Todmorden, Lancaster, Cabinet Maker. Nov 15. Comp. Reg Dec 13.
Yaxley, Geo, Castle-st, Falcon-sq, Wholesale Milliner. Nov 16. Comp. Reg Dec 14.

TUESDAY, Dec. 20, 1864.

Booth, John, Rawden, York, Cloth Maker. Nov 21. Comp. Reg Dec 17.
Braun, Chas, Aldgate High-st, Lamp Manufacturer. Nov 26. Asst. Reg Dec 17.
Briggs, Joshua, Leeds, Tanner. Dec 6. Comp. Reg Dec 17.
Brough, Wm, Sunderland, Durham, Agent. Nov 23. Comp. Reg Dec 16.
Burton, Richd Whiting, Ecclestone-st South, Pimlico. Dec 16. Comp. Reg Dec 19.
Cale, William, St John's Wood-ter, St John's Wood, Gardener. Dec 12. Comp. Reg Dec 16.
Chadwick, John Hy, & Bevers Chadwick, Batley Carr, Dewsbury, York, Shoddy Dealers. Nov 23. Asst. Reg Dec 18.
Coles, Geo, Southsea, Southampton, Slate and Brick Merchant. Dec 16. Comp. Reg Dec 20.
Corney, Andrew, Jun, Ramsey, Huntingdon, Farmer. Nov 24. Comp. Reg Dec 19.
Cunliffe, John, Gt John-st, Manch, Coloured Paper Maker. Nov 21. Comp. Reg Dec 16.
Foulds, Robt, Stephen Pickles, & John Hey, Contes, York, Cotton Manufacturers. Nov 18. Comp. Reg Dec 16.
Fowler, Geo, Gloucester, Grocer. Dec 9. Comp. Reg Dec 19.
Galbraith, Hugh Jas, & Saml Hy Bigland, Old Broad-st, Merchants. Nov 25. Asst. Reg Dec 20.
Glanville, Alfred (known as Alfred Glanville Vance), Gibson-sq, Islington, Vocalist. Dec 16. Comp. Reg Dec 16.
Hadley, Wm, Halesowen, Worcester, Scrap Dealer. Nov 21. Comp. Reg Dec 19.
Hargrave, Jas Oswald, Bradford, York, Salesman. Dec 3. Comp. Reg Dec 20.
Hayes, Jas, Water-lane, Lighterman. Dec 19. Comp. Reg Dec 19.
Hick, Geo Chas, Bradford, York, Commission Merchant. Nov 25. Comp. Reg Dec 16.

Hill, David, Hulme, Manch, Grocer. Nov 22. Conv. Reg Dec 16.
 Hilton, Evan Stock, Huddersfield, Waste Dealer. Nov 22. Comp. Reg Dec 19.
 Horsburgh, Jas, jun, & John Crighton, Mincing-lane, Jute and Hemp Merchants. Dec 16. Conv. Reg Dec 20.
 James, David, & John Edwd Blundon, Portmanteau Manufacturers. Nov 28. Comp. Reg Dec 19.
 Jeffery, Wm, Northampton, Currier. Nov 22. Comp. Reg Dec 19.
 Little, John, King William-st, Cutler. Nov 18. Asst. Reg Dec 16.
 Lovkin, Hy, Widemarsch-st, Hereford, Innkeeper. Nov 18. Conv. Reg Dec 16.
 Marshall, Wm, & Chas Gillespie, Birm, Provision Merchants. Nov 30. Comp. Reg Dec 17.
 Monninger, Chas, & Hermann Denninghoff, Mark-lane, Merchants. Nov 21. Comp. Reg Dec 17.
 Nichols, John, Mangotsfield, Gloucester, Grocer. Dec 10. Conv. Reg Dec 16.
 Nicholls, Joseph, Tynfl, Glamorgan, General Shopkeeper. Nov 25. Comp. Reg Dec 17.
 Parkhouse, Edwd, Clerkenwell-green, Currier. Dec 13. Comp. Reg Dec 17.
 Pickard, Thos, & Wm Hindle, Leeds, Cloth Manufacturers. Dec 16. Comp. Reg Dec 19.
 Pike, John Robt, Pinner's-ct, Old Broad-st, Share Dealer. Dec 14. Conv. Reg Dec 20.
 Ramsden, David, Bradford, York, Worsted Spinner. Oct 31. Comp. Reg Dec 17.
 Ray, John, Old Kent-rd, Stationer. Dec 13. Conv. Reg Dec 20.
 Rennards, Thos, Bradford, York, Stuff Merchant. Dec 1. Conv. Reg Dec 20.
 Richardson, Thos Hope, Birm, Tailor. Dec 9. Comp. Reg Dec 17.
 Robtson, Thos Newby, Elly-hill, Darlington, Durham, Farmer. Dec 1. Conv. Reg Dec 16.
 Saul, Geo, Lpool, Wine and Spirit Dealer. Nov 24. Comp. Reg Dec 16.
 Shaw, Susannah, Gissing, Norfolk, Widow, Farmer. Nov 30. Asst. Reg Dec 19.
 Smith, Wm, Clyde-villas, Lewisham-bridge, Kent, Draper. Nov 23. Conv. Reg Dec 16.
 Storror, Wm, Brunswick-parade, Islington, Gold Chain Maker. Dec 17. Asst. Reg Dec 19.
 Stott, Alice, Cardiff, Glamorgan, Upholsteress. Dec 6. Comp. Reg Dec 20.
 Walker, Chas, & Peter Walker, Manch, Smallware Manufacturers. Nov 22. Comp. Reg Dec 17.
 Walley, Wm, Manch, Baker. Dec 7. Comp. Reg Dec 16.
 Walton, Jas, Sheffield, Boot and Shoe Maker. Nov 22. Conv. Reg Dec 20.
 Winder, John, Newton-with-Scales, Shoemaker. Dec 12. Conv. Reg Dec 17.
 Wright, Wm, Portdown-gardens, Paddington, Builder. Nov 28. Letter of Licence. Reg Dec 17.

Bankrupts.

FRIDAY, Dec. 16, 1864.

To Surrender in London.

Adey, Saml John, Forest-row, Dalston, Comm Agent. Pet Dec 12. Dec 30 at 12. Langley, Moorgate-st.
 Archer, Wm, Norwich, Hopemaker. Pet Dec 13. Jan 13 at 11. Sole & Co, Aldermanbury.
 Betts, Geo, Shoreditch, Cheesemonger. Pet Dec 13. Dec 30 at 1. Layton, Jun, Church-row, Islington.
 Brown, Jas, Prisoner for Debt, London. Pet Dec 12 (for pau). Dec 30 at 1. Atkinson, Quality-ct, Chancery-lane.
 Coleman, Hy, Horner, Fenchurch-st, Attorney. Pet Dec 9. Dec 29 at 11. Linklater & Hackwood, Walbrook.
 Davis, Edwd, Seaville, Shore-rd, Hackney, coal merchant. Pet Dec 9. Dec 30 at 12. Ellis & Co, St Michael's-alley, Cornhill.
 Day, Wm, Lambeth-walk, Grocer. Pet Dec 13. Dec 30 at 1. Davis, Gresham-st.
 Dye, Wm, St Paul's, Deptford, no business. Pet Dec 8. Dec 31 at 12. Drew, New Basinghall-st.
 Gooch, Hy, Ipswich, Suffolk, Corn Merchant. Pet Dec 13. Dec 31 at 1. Nicholls & Clarke, Cook's-ct, Lincoln's-inn, for Salmon, Bury St Edmunds.
 Graves, Thos, Prisoner for Debt, London. Pet Dec 14. Dec 30 at 12. Lewis, Raymond-buildings, Gray's-inn.
 Kirkby, Herbert Sidney, Clarendon-ter, Milkmay-pk, Islington, Book-seller. Pet Dec 12. Dec 30 at 12. Tower, King st, Finsbury.
 Lippmann, Bernhard, Old Fish-st, Foreign Comm Agent. Pet Dec 12. Dec 30 at 1. Sydney, Old Burlington-st.
 Meador, Thos Burridge Chitty, Mansell Arms, Wimbledon, Licensed Victualer. Pet Dec 14. Dec 30 at 1. Wyatt, Gt Carter-lane, Doctors-commons.
 McDonald, John Wm, Southsea, Hants, Milliner. Pet Dec 12. Jan 11 at 2. Sole & Co, Aldermanbury.
 Parker, Abm, Portland-st, Commercial-rd E, Journeyman Wheelwright. Pet Dec 12. Dec 31 at 12. Preston & Dorman, Gro, sham-st.
 Pierre, Cesare Alexandre, Brighton, Stay and Crinoline Manufacturer. Pet Dec 12. Dec 31 at 12. Linklater & Hackwood, Walbrook.
 Sanders, Neal, Lavender-rd, Battersen, Builder. Pet Dec 13. Dec 31 at 1. Cartwright, Bishopsgate-st, Within.
 Stearn, Thos, Jun, Cambridge, Dealer in Fancy Goods. Pet Dec 13. Jan 13 at 11. Harcourt, King's Arms-yd.
 Trimen, John Walter, Prisoner for Debt, London. Pet Dec 13. Dec 31 at 1. Peckham & Salt, Gt Knightbridge-st.
 Wilson, John, Pleasant-row, Holloway-rd, Grocer. Pet Dec 13. Dec 30 at 1. Jenkins, Nicholas-lane.

To Surrender in the Country.

Ascough, John, West Tanfield, York, Farmer. Pet Dec 10. Leeds, Dec 28 at 11. Simpson, Leeds.
 Batty, Benj, Wakefield, York, Beer-house Keeper. Pet Dec 13. Wakefield, Dec 31 at 11. Gill, Wakefield.
 Bingham, Wm, Bole, Nottingham, out of business, Pet Dec 10. Gainsborough, Dec 27 at 11. Bladen, Gainsborough.

Bloor, Geo, Leek, Stafford, Grocer. Pet Dec 12. Birm, Jan 13 at 12. James & Griffin, Birm.
 Bloustein, Joel, & David Bloustein, West Hartlepool, Hawkers of Jewellery. Pet Dec 9. Hartlepool, Dec 28 at 11. Strover, West Hartlepool.
 Brindley, Benj, Crewe, Chester, out of employment. Pet Dec 5. Nantwich, Dec 31 at 10. Salt, Tunstall.
 Bushby, John, Blackburn, Lancaster, Carrier. Pet Dec 8. Manch, Jan 3 at 11. Cobbett & Wheeler, Manch.
 Dawson, Jas, Shuttleworth, Lancaster, Shuttle Maker. Pet Dec 14. Bury, Dec 29 at 10. Blackburn, Ramsbottom.
 Edlin, Hy, Tobert, Solihull, Warwick, Station Master. Pet Nov 26. Solihull, Dec 26 at 12. Francis, Birm.
 Edwards, Thos, Penarth, Glamorgan, Grocer. Pet Dec 12. Cardiff, Dec 27 at 11. Langley, Cardiff.
 Fletcher, Jas, Bradford, York, Carter. Pet Dec 13. Bradford, Jan 10 at 9.45. Green, Bradford.
 Harvey, Wm, Huncote, Leicester, Maltster. Pet Dec 12. Birm, Jan 13 at 12. Miles & Co, Leicester, and Hodgson & Son, Birm.
 Holliday, Thos, Holme, Spalding Moor, nr Howden, York, Grocer. Pet Dec 14. Howden, Jan 3 at 12. Summers, Kingston-upon-Hull.
 Huddleston, Isaac, Scarborough, York, Miller. Pet Dec 8. Leeds. Dec 28 at 11. Blackburn, Leeds.
 Ironmonger, Edwd, jun, Barton-under-Needwood, Stafford, Draper's Assistant. Pet Dec 13. Burton-on-Trent, Jan 14 at 1. Goodger, Burton.
 Jackson, Jas, Barnsley, York, Shirt Cutter. Pet Dec 13. Barnsley, Jan 2 at 12. Hamer, Barnsley.
 Jacob, Thos, St Austell, Cornwall, Tailor. Pet Dec 13. St Austell, Jan 6 at 11. Meredith, St Austell.
 James, Geo, Gilsland, Cumberland, Cattle Dealer. Pet Dec 14. Brampton, Dec 27 at 2. Wamnop, Carlisle.
 Jones, David, Towyn, Merioneth, Skinner. Pet Dec 10. Machynlleth, Dec 28 at 3. Jones, Newtown.
 Lee, Joseph, Leigh, Lancaster, Contractor. Pet Dec 12. Manch, Jan 3 at 11. Potter & Knight, Manch.
 Littlehales, John, Shrewsbury, Salop, Police Constable. Pet Dec 10. Shrewsbury, Dec 27 at 11. Frail, Shrewsbury.
 Lomas, Thos, Stretford, Lancaster, Warehouseman. Pet Dec 8. Manchester, Dec 30 at 12. Mann, Manch.
 Nicholl, Wm Hy, Manch, Broad Manufacturer. Pet Dec 7. Manch, Jan 6 at 12. Sale & Co, Manch.
 Olivint, Thos, Hand and Hold Blue House, nr Felton Fell, Durham, Labourer. Pet Dec 12. Durham, Dec 28 at 12. Marshall, jun, Durham.
 Oliver, Saml, Heeley, nr Sheffield, Razor Manufacturer. Pet Dec 15. Sheffield, Dec 28 at 1. Micklethwaite, Sheffield.
 Perkins, Thos, Burton-upon-Trent, Stafford, Journeyman Painter. Pet Dec 13. Burton-on-Trent, Jan 14 at 1. Goodger, Barton.
 Pettipher, Geo Cole, Warwick, Painter. Pet Dec 15. Birm, Jan 13 at 12. James & Griffin, Birm.
 Robinson, Fredk, Hastings, Boot Maker. Pet Dec 13. Hastings, Dec 31 at 11. Savery & Norris, Hastings.
 Rockiff, Chas, Birkby-lane, nr Huddersfield, Butcher. Pet Dec 6. Huddersfield, Dec 29 at 10. Taylor, Huddersfield.
 Rowley, John, Huddersfield, Yarn Spinner. Pet Dec 12. Leeds, Dec 28 at 11. Floyd & Learoyd, Huddersfield, and Bond & Barwick, Leeds.
 Saunders, Chas, Elmstead, Essex, Builder. Pet Dec 14. Colchester, Dec 31 at 12. Jones, Colchester.
 Sedgley, Benj, Warwick, Farmer. Adj Dec 10. Birm, Jan 16 at 12. James & Griffin, Birm.
 Shaw, Jas, Littlehwaite, York, Joiner. Pet Dec 8. Huddersfield, Dec 29 at 10. Mills, Huddersfield.
 Simms, Chas, Moreton-in-Marsh, Gloucester, Shoemaker. Pet Dec 10. Shipston-on-Stour, Jan 2 at 11. Tilsley, Moreton-in-Marsh.
 Smart, Geo, Charlton Horethorne, Somerset, Gamekeeper. Pet Dec 13. Wincanton, Dec 29 at 11. Bartrum, Bath.
 Smith, Hy, Leicester, Painter. Pet Dec 13. Birm, Jan 17 at 11. Haxby, Leicester.
 Smith, Wm, Coventry, Paper Dealer. Adj Dec 10. Birm, Jan 16 at 12. James & Griffin, Birm.
 Squires, Robt, Salford, Lancaster, out of business. Pet Dec 13. Salford, Dec 31 at 9.30. Gardner, Manch.
 Stevens, Joseph, Shrewton, Wilts, Plumber. Pet Dec 13. Salisbury, Dec 30 at 11. Hill, Salisbury.
 Tate, Wm, Leeds, Overlooker in a Silk Manufactory. Adj Dec 8. Leeds, Jan 11 at 12. Hare, Leeds.
 Thacker, Geo, Bradford, York, Greengrocer. Pet Dec 10. Bradford, Jan 10 at 10. Hill, Bradford.
 Thomas, Geo, Pontnewydd, nr Newport, Monmouth, Labourer. Pet Dec 12. Pontypool, Jan 4 at 12. Greenway & Rytheway, Pontypool.
 Tomlinson, Benj, Highley, Salop, Haulier. Pet Dec 13. Cleobury Mortimer, Dec 27 at 10. Batte, Bridgnorth.
 Waldram, Geo, Leicester, Wheelwright. Pet Dec 15. Nottingham, Jan 3 at 11. Weston, Leicester.
 Walsley, Martha, Birch's Inn, nr Rochdale, Lancaster, Innkeeper. Adj Nov 14. Manch, Jan 6 at 11. Morgan, Manch.
 Weller, Danl, Capel, Surrey. Pet Dec 9. Dorking, Dec 28 at 2. White, Dane's-inn, Strand.
 Westwood, Edwinn, & Joseph Westwood, Smethwick, Stafford, out of business. Pet Dec 10. Oldbury, Dec 19 at 10. Wright, West-bromwich.
 Williams, Wm, Merthyr Tydfil, Glamorgan, Haulier. Pet Dec 13. Merthyr Tydfil, Dec 31 at 11. Pickering, Merthyr Tydfil.
 Woolston, Wm, Birm, Journeyman Silversmith. Pet Dec 13. Birm, Jan 16 at 10. Walter, Birm.
 Wright, John, Ruabon, Denbigh, Shoemaker. Pet Dec 15. Wrexham, Dec 24 at 11. Jones, Wrexham.

TUESDAY, Dec. 20, 1864.

To Surrender in London.

Ashley, Edwd Thos, Whitechurch, Oxford, Innkeeper. Pet Dec 15. Jan 13 at 2. Empson, Moorgate-st.
 Barker, Smith, St John-st, Smithfield, Corn Dealer. Adj Dec 10. Jan 3 at 11. Gant, Nicholas-lane.

Bell, Wm. Littleport Fen, Cambridge, Farmer. Pet Dec 16. Jan 3 at 12. Vipan, St Ives.

Birkett, John Jas, sen, Haverstock-hill, St Pancras, no occupation. Pet Dec 15. Jan 3 at 2. Greatorex, Chancery-lane.

Blamires, Anthony Forster, Walthamstow, Essex, Schoolmaster. Pet Dec 17. Jan 4 at 11. Branwell, Scott's-yard, Bush-lane, Cannon-st.

Clay, Geo, Adam's-st, Old Broad-st, Bill Broker. Pet Dec 14. Jan 13 at 11. Breden, Cophthall-chambers, Cophthall-st.

Coleman, Robt Gordon, Philpot-lane, Fenchurch-st, Ship and Insurance Broker. Pet Dec 13. Jan 13 at 1. Walker, Guildhall-chambers.

Dashwood, Arthur, Prisoner for Debt, London. Pet Dec 17 (for pau). Jan 3 at 1. Catchpole, Gt Tower-st.

Deutschland, Joseph, Gresham-house, Old Broad-st, Merchant. Pet Dec 1. Jan 13 at 2. Abrahams, Gresham-st.

Drennan, Robt, Prisoner for Debt, London. Pet Dec 17. Jan 4 at 11. Duncan, Basinghall-st.

Emdin, Geo, Moorgate-st, Accountant. Pet Dec 15. Dec 30 at 2. Harrison, Basinghall-st.

Hawkes, John Alex, Leman-st, Goodman's-fields, Trimming Seller. Pet Dec 12. Jan 13 at 2. Mason & Co, Gresham-st.

Hobson, Geo, Buck Cottage, Hammersmith, Grocer. Pet Dec 15. Jan 13 at 1. Reed, Guildhall-chambers.

Hodgson, John, Walcot-pl, Kennington-rd, Lambeth, Upholsterer. Pet Dec 13. Jan 3 at 11. Barton, Wolsingham-pl, Lambeth.

Hughes, Wm, Prisoner for Debt, London. Pet Dec 13 (for pau). Jan 13 at 1. Atkinson, Chancery-lane.

Kendall, Fredk, Belgrave-st, Euston-rd, Manufacturer of Fancy Goods. Pet Dec 16. Dec 30 at 2. Buchann, Basinghall-st.

King, Hy, Southampton, Innkeeper. Pet Dec 9. Dec 30 at 2. Blanchard, Southbury-rd.

Mears, John, Ledbury-rd, Notting-hill, Commission Traveller. Pet Dec 18. Jan 13 at 12. Dobie, Guildhall-chambers.

Mihill, Wm, Prisoner for Debt, London. Adj Dec 16. Jan 4 at 11. Aldridge.

Norrington, Jas Joseph, Leader-st, Chelsea, Baker. Pet Dec 17. Jan 3 at 1. Crossfield, Hackney-rd.

Ottaway, Alfred, Prisoner for Debt, London. Pet Dec 19 (for pau). Jan 3 at 1. Atkinson, Bedford row.

Parry, John, Charles-st, Old Kent-rd, Stone Mason. Pet Dec 12. Jan 13 at 1. Buchanan, Basinghall-st.

Pullin, Geo, Prisoner for Debt, London. Adj Dec 16. Jan 4 at 11. Aldridge.

Roberts, Wm Brooke, Maidstone, Kent, Bricklayer. Pet Dec 16. Dec 30 at 2. Kingsford & Dorman, Essex-st, Strand.

Scally, Edwd, Prisoner for Debt, London. Pet Dec 15 (for pau). Jan 3 at 11. Wetherfield, Moorgate-st.

Secculard, Wm, Church-st, Hampton, Carpenter. Pet Dec 17. Jan 13 at 2. Durant, Guildhall chambers.

Sinnott, Wm, Gravesend, Kent, Barge Master. Pet Dec 16. Jan 13 at 1. Howard, Chancery-lane.

Sterne, Salomia, St. Michael's-house, Cornhill, Merchant. Pet Dec 15. Jan 3 at 12. Abrahams, Gresham-st.

Strong, John, Prisoner for Debt, London. Adj Dec 16. Jan 4 at 11. Aldridge.

Swindell, John, Woodfield-pl, Harrow-rd, Paddington, out of business. Pet Dec 15. Jan 3 at 12. Fisher, New Canberwell-rd.

West, Herbert Jas, Lillie-cottages, North-end, Fulham, Clerk to a Solicitor. Pet Dec 17. Jan 3 at 12. Rice, Mortimer-st, Cavendish-sq.

Young, John Augustin, Shooter's-hill, Kent, out of business. Pet Dec 19. Jan 3 at 1. Pope, Old Broad-st.

To Surrender in the Country.

Arrowsmith, John, Birm, Painter. Pet Dec 15. Birm, Jan 16 at 10. Beaton, Birm.

Birchall, Wm, Westhoughton, Lancaster, out of business. Pet Dec 15. Bolton, Jan 4 at 10. Glover & Ranwell, Bolton.

Burdon, Wm, Winlaton, Durham, Blacksmith. Pet Dec 15. Gateshead, Dec 31 at 11. Joel, Newcastle-upon-Tyne.

Coltman, Thos John, Coventry, Plumber. Pet Dec 16. Birm, Jan 13 at 12. Powell & Son, Birm.

Drake, Jonas, Queensbury, nr Halifax, York, Builder. Pet Dec 15. Leeds, Jan 8 at 11. Harle, Leeds.

Dunn, Robert, Bishopwearmouth, Durham, Sawyer. Pet Dec 13. Sunderland, Jan 3 at 12. Graham, Sunderland.

Foster, Jas, Newcastle-upon-Tyne, Comm Agent. Pet Dec 14. Newcastle, Dec 31 at 10. Seafie & Britton, Newcastle-upon-Tyne.

Gale, Benj, Kingston St Michael, Wilts, Baker. Pet Dec 13. Chippingham, Dec 30 at 1. Rawlings, Melksham.

Hazeldin, Mary, Brockmoor, nr Brierley-hill, Stafford, out of business. Pet Dec 17. Birm, Jan 13 at 12. Allen, Birm.

House, Thos, Cheddar, Somerset, Baker. Pet Dec 17. Bristol, Jan 2 at 11. Clifton & Co, Bristol.

Hoy, John, St Andrew, Worcester, Fishmonger. Pet Dec 16. Worcester, Jan 3 at 11. Corbet, Kidderminster.

Levick, Geo, Bawtry, York, Grocer. Pet Dec 15. Doncaster, Jan 12 at 12. Woodhead, Doncaster.

Lord, John, Manch, Comm Agent. Pet Dec 9. Manch, Jan 12 at 11. Leigh, Manch.

Lyndon, Wm, Haynes, Broadway, Worcester, out of business. Pet Dec 17. Birm, Jan 13 at 12. Webb, Birm.

Morgan, Sarah, Prisoner for Debt, Carmarthen. Adj Dec 8. Bristol, Jan 3 at 11. Acraman, Bristol.

Newsham, Jas, Lancaster, Confectioner. Pet Dec 16. Manch, Jan 13 at 11. Cobbett & Wheeler, Manch.

Nicholson, Wm, Carlisle, Cumberland, Coal Merchant. Pet Dec 13. Newcastle-upon-Tyne, Jan 11 at 12. Hoyle, Newcastle-upon-Tyne.

O'Callaghan, Wm, Lpool, General Dealer. Adj Dec 14. Lpool, Jan 5 at 12.

Oliver, Jas, Aston-juxta-Birm, out of business. Pet Dec 15. Birm, Jan 16 at 10. Suckling, Birm.

Patterson, Wm Taylor, York, Private Tutor. Pet Dec 15. York, Jan 3 at 11. Grayston, York.

Peters, Wm Vincent, Plymstock, Devon, out of business. Pet Dec 17. East Stonehouse, Jan 4 at 11. Fowler, Plymouth.

Prior, Geo Hy, Westerham, Kent, Newsagent. Pet Dec 12. Sevenoaks, Dec 29 at 12. Carnell, Sevenoaks.

Read, John, Linford, Leicester, Wheelwright. Pet Dec 15. Leicester, Jan 4 at 10. Chamberlain, Leicester.

Reynolds, Thos Hazell, Swindon, Wilts, Cowkeeper. Pet Dec 3. Bristol, Jan 3 at 11. Abbott & Leonard, Bristol.

Ringrose, James, Patrick Brompton, York, out of business. Pet Dec 15. Leyburn, Dec 30 at 10. Robinson, Richmond, Yorkshire.

Robinson, Thos, Crompton, Lancaster, Joiner. Pet Dec 16. Oldham, Jan 5 at 12. Thompson, Oldham.

Rogers, Geo Gascoigne, Sheffield, York, Coach Builder. Pet Dec 16. Sheffield, Jan 12 at 1. Micklethwaite, Sheffield.

Rushworth, Daniel, Bradford, York, Coal Agent. Pet Nov 28. Leeds, Jan 2 at 11. Bond & Barwick, Leeds.

Smith, Wm, Aberford, nr Tadcaster, York, Potato Dealer. Pet Dec 16. Tadcaster, Jan 2 at 12. Harle, Leeds.

Spencer, Jas, Loughborough, Leicester, Beerhouse Keeper. Pet Dec 15. Loughborough, Jan 2 at 11. Goode, Loughborough.

Stoddart, Joseph, Chilwell, Nottingham, Stonemason. Pet Dec 15. Nottingham, Feb 8 at 11. Heathcote, Nottingham.

Sykes, Richd Wm, Beeford, York, Tailor. Pet Dec 17. Great Driffield, Dec 31 at 11. Hodgson, Great Driffield.

Thomas, Wm Jones, Llanelly, Carmarthen, Tanner. Adj Aug 10. Llanelly, Dec 31 at 12. Bury, Llanelly.

Waller, Joseph, Colne, Lancaster, Yarn Dealer. Pet Dec 2. Manch, Jan 11 at 11. Richardson, Manch.

Webster, John, Low Town, Pudsey, York, Tailor. Pet Dec 14. Bradford, Jan 13 at 10. Hill, Bradford.

Welch, Jas, jun, Emsworth, Southampton, Carpenter. Pet Dec 15. Portsmouth, Dec 31 at 11. Stening, Portsmouth.

Whitaker, Jas Sheard, Carlinghow, Dewsbury, York, Journeyman Dyer. Pet Dec 17. Dewsbury, Jan 6 at 3. Harle, Leeds.

Williams, John, Merthyr Tydfil, Glamorgan, Greengrocer. Pet Dec 17. Merthyr Tydfil, Jan 3 at 11. Pickering, Merthyr Tydfil.

Woodruff, John, Harlaxton, Lincoln, Cottager. Pet Dec 15. Grantham, Dec 29 at 11. Malin, Grantham.

Woolley, Joseph, Hyde, Chester, Farmer. Pet Dec 15. Hyde, Jan 4 at 2. Hibbert, Hyde.

Wright, John Stephen, Gt Grimby, Lincoln, Grocer. Pet Dec 17. Leeds, Jan 11 at 12. Chester, Hull.

Wyatt, Wm, Hagley, Worcester, Relieving Officer. Pet Dec 17. Birm, Jan 13 at 12. Parry, Birm.

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 16, 1854.

McDonald, Felix, Lpool, Journeyman Carter. Dec 2.

Marsden, Chas, North-pl, Kingsland-rd, Marble Paper Manufacturer. Dec 15.

TUESDAY, Dec. 20, 1854.

Brayshaw, Joseph, & Thos Brayshaw, Leeds, Cloth Manufacturers. Dec 15.

ESTATES AND HOUSES, Country and Town

Residences, Landed Estates, Investments, Hunting Seats, Fishing and Shooting Quarters, Manors, &c.—Mr. JAMES BEAL'S REGISTER of the above, published on the 1st of each month, forwarded per post, or may be had on application at the Office, 209, Piccadilly, W.—Particulars for insertion should be forwarded not later than the 25th of each month.

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Dessert ditto	1	0	0	1	0	0	1	15	0
Table Spoons	1	10	0	1	18	0	2	8	0
Dessert ditto	1	0	0	1	0	0	1	15	0
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